

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      February 27, 2023**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from February 6, 2023.
- b) Request approval of the Board of Trustees' special meeting minutes from February 2, 2023.
- c) Request approval of the Board of Trustees' special meeting minutes from February 13, 2023.
- d) Notification of the appointment of Oneil Willocks as a member of the Electricians License Board, to fill the unexpired term of Steven Krupka, said term to expire April 3, 2023.

**2. ASSESSOR – Vilma I. Lancaster**

- a) Request to remove exemptions from the 2022/2023 Final Assessment Roll and the 2023/2024 Tentative and Final Assessment Roll for Section 54, Block 311, Lot 41, a/k/a 413 Southside Avenue, due to transfer of title from a member of an exempt class to a non-exempt class and for the Village Treasurer to issue a corrected 2022/2023 property tax bill.
- b) Request to renew the professional services contract with Real Estate Assessment Group, 11 Buchanan Street, Freeport, New York 11520, from March 1, 2023 through February 29, 2024, at a next to exceed amount of \$115,056, with an increase of \$2,256.

**3. BUILDING DEPARTMENT – Sergio A. Mauras**

- a) Request to award RFP “2023 Village of Freeport Permitting Software” to Open Gov, 6525 Crown Blvd, Unit 41340, San Jose, California, in the amount of \$92,665, funded by bond approved on March 28, 2022.

**4. ELECTRIC DEPARTMENT – Al Livingston Jr.**

- a) Request approval to cancel RFP #21-12-ELEC-579 “Fuel Oil Testing Services Contract” awarded to Tribologik Corp., 1212 172<sup>nd</sup> Street, Hammond, Indiana 46324, effective March 1, 2023.
- b) Request to award RFP #23-01-ELEC-645 “Oil Testing Services” to Tribologik Corp. 1212 172<sup>nd</sup> Street, Hammond, Indiana 46324, the only responsible proposer, from March 1, 2023 through February 28, 2026, for a not to exceed amount of \$16,156 per year.
- c) Request to award RFP #23-01-ELEC-646 “Furnishing of Electrical Services” to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, New York 11590, the lowest responsible proposer meeting specifications, from March 1, 2023

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- through February 29, 2024, from \$94.90 per hour to \$100.00 per hour, an increase of \$5.10 per hour, and a not to exceed amount of \$108,000.
- d) Request to award RFP #23-02-ELEC-647 “Manual Contact/Stray Voltage Testing” to Recon Holdings, LLC 1500 Ocean Avenue, Suite A, Bohemia, New York 11716, from March 1, 2023 through February 28, 2025, for a not to exceed amount of \$60,792.45, an increase of 3.5%.
  - e) Request to approve the Seventh Amendment with Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002, for the Sale and Purchase of Natural Gas, from March 1, 2023 through February 29, 2024.
  - f) Request to reject all bids received for bid #23-02-ELEC-649 “Uniformed Guard Services for Power Plant”.
  - g) Request to advertise a notice to bidders for bid #23-03-ELEC-654 “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel – Power Plant 1” in the Freeport Herald on March 2, 2023, with a return date of March 28, 2023.
  - h) Request to advertise a notice to bidders for bid #23-03-ELEC-655 “300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55” for Power Plant 2, in the Freeport Herald on March 2, 2023, with a return date of March 28, 2023.
  - i) Request to extend bid #20-11-ELEC-538 “500,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55” for Power Plant 2, with Sprague Operating Resources LLC, 185 International Drive, Portsmouth, New Hampshire 03804, extended from March 1, 2023 through April 30, 2023, at the existing prices.
  - j) Request retroactive approval to renew the annual subscription with McKinney’s Consolidated Laws of New York, 610 Opperman Drive, Eagan, Minnesota 55123-1396, for a cost of \$2,268.
  - k) Request authorization to write off Fiscal Year 2020/2021 uncollectible electric accounts in the amount of \$80,054.32, effective February 28, 2023.

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

- a) Request approval of the purchase order for Milburn Flooring, 20 35<sup>th</sup> Street, Copiague, New York 11726, in the amount of \$59,352.00, for restoration of the 2<sup>nd</sup> floor at Fire Headquarters, funded by insurance proceeds.

**6. GRANTS – Nora Sudars**

- a) Request to extend the FY2020 Critical Infrastructure Grant- Security Cameras at Cow Meadow Park grant agreement with the New York State Department of Homeland Security and Emergency Services from August 31, 2023 to August 31, 2024.

**7. HUMAN RESOURCES – Conor Kirwan**

- a) Request retroactive approval of the consulting agreement with Brian Jockers, 521 Syracuse Avenue, Massapequa, New York 11758, from January 9, 2023 through January 31, 2023, in the amount of \$5,000.

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

- a) Request to advertise a notice to bidders “2023 Supply of Car Tires-Rebid” in the Freeport Herald on March 2, 2023, with a return date of March 21, 2023.
- b) Request to extend the “2022 Furnishing Calcium Hypochlorite (Tablet) for Freeport Village Pools” purchase contract with Commercial Clearwater, PO Box 909, Plandome, New York 11030, from March 1, 2023 through February 28, 2024, in the amount of \$99,000.00, with no increase in prices.
- c) Request to extend the “2022 Electrical Work Requirements Contract” with Palace Electrical, 3558 Park Avenue, Wantagh, New York 11793, from March 1, 2023 through February 28, 2024, in the amount of \$53,020.00, with no increase in unit prices.
- d) Request to increase the “2021 Disposal Services for Municipal Solid Waste Recyclables” contract with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, New York 11590, from \$289,168.75 to \$320,000, for the remaining term of the contract.

**9. PURCHASING DEPARTMENT – Kim Weltner**

- a) Request to award bid #23-02-PURC-648 “2023 Contract for Printing Services” to Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$39,940.

**10. RECREATION CENTER – Victoria Dinielli**

- a) Request to enter into a license agreement for Concessionaire Services at the Freeport Recreation Center with Dover Corporation, 27 St John’s Place, Freeport, New York 11520, the sole proposer, from March 1, 2023 through February 29, 2028.

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

- a) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of \$150,000 in bonds authorizing the Acquisition of Turnout Gear.
- b) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of \$1,000,000 in bonds authorizing the Payment of Tax Certiorari Judgments, Compromised Claims and Settled Claims payable in Fiscal Year Ending February 29, 2024, resulting from Court Orders Pursuant to Tax Certiorari Proceedings.

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- c) Request approval of the negative declaration pursuant to SEQRA authorizing the sale of Section 55, Block 190, Lot 63, also known as and by 33 Buffalo Avenue (a/k/a 30 Albany Avenue) and Section 55, Block 190, Lot(s) 51-55, a/k/a 80-84 Albany Avenue.
- d) Request approval of the contract of sale between the Village of Freeport and BOFSA, 301 A Central Avenue, Lawrence, New York 115 for Section 55, Block 190, Lot 63, also known as and by 33 Buffalo Avenue (a/k/a 30 Albany Avenue) and Section 55, Block 190, Lot(s) 51-55, a/k/a 80-84 Albany Avenue in the amount of \$17,500.000 and declare the aforementioned property surplus.
- e) Request to renew the website hosting, maintenance and support contract with CivicPlus, 302 S. 4<sup>th</sup> Street, Suite 500, Manhattan, Kansas 66502, from March 1, 2023 through February 29, 2024, in the amount of \$6,782.99, an increase of \$133.
- f) Request retroactive approval of the consulting agreement with Justin Budhu, 531 South Ocean Avenue, Freeport, New York 11520, from November 9, 2022 through February 1, 2023, for a not to exceed amount of \$570.

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

- a) Request approval of the following sidewalk resolution in the amount of \$16,497.52 as follows:

171 S. Bayview Avenue a/k/a 295 W. Merrick Road	\$3,230.16
155 Guy Lombardo Avenue	\$1,032.00
187 S. Ocean Avenue	\$524.40
217 S Ocean Avenue	\$752.50
153 Smith Street a/k/a 133-159 Smith Street	\$7,353.02
305 Smith Street	\$839.52
315 Smith Street	\$652.96
334 Smith Street	\$2,112.96

**13. VILLAGE TREASURER – Ismaela M. Hernandez**

- a) Request approval to close capital project Vehicle-Clerk’s Office associated with bond resolution “Acquisition of Vehicles and Playground Equipment” and transfer \$2,880.18 plus interest earned to the General fund Reserve for Debt Service.
- b) Request approval to close out capital project Liberty Park Playground Equipment associated with bond resolution “Acquisition of Vehicles and Playground Equipment” and transfer \$667.87 plus interest earned to the General fund Reserve for Debt Service.
- c) Request resolution to authorize the issuance of \$150,000 in bonds authorizing the Acquisition of Turnout Gear.
- d) Request resolution to authorize the issuance of \$1,000,000 in bonds authorizing the Payment of Tax Certiorari Judgments, Compromised Claims and Settled Claims

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payable in Fiscal Year Ending February 29, 2024, resulting from Court Orders Pursuant to Tax Certiorari Proceedings.

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

- a) Request to award bid “Furnishing of Fire Hydrants, Gate Valves and Repair Couplings (Contracts #3 and #4) to Ferguson Waterworks, 200 Atlantic Avenue, New Hyde Park, New York 11040, the lowest responsible bidder meeting bid specifications, in the amount of \$91,416.39.
  
- b) Request bid “Installation of Automatic Blow Off for Wells #5 and #6 and Replacement of Motor Control Center for Well #6” contract awarded to Philip Ross Industries Inc., 88 Duryea Road, Suite 204, Melville, New York 11747, in the amount of \$732,000, be funded through an anticipated additional bond.

**PUBLIC COMMENT**

At the conclusion of the Agenda, the Mayor and Board will entertain questions and comments on non-Agenda items from the general public.

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

To: Board of Trustees

From: Mayor Robert Kennedy

Date: February 16, 2023

Re: Notification of Appointment – Oneil Willocks

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This memo will serve to notify all concerned of the appointment of Oneil Willocks as a member of the Electricians License Board, to fill the unexpired term of Steven Krupka; said term to expire April 3, 2023.

Thank you,



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

pl

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Megan Martinez-Ewald, Deputy Village Assessor

DATE: February 16, 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/L/B	ADDRESS	EXEMPTION CODE	EXPEMTION AMOUNT	REASON
54/311/41	413 Southside Ave	41661 Vol Firefighter/Ambulance Worker	\$437	Property Sold 01/30/2023

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*  
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 2023/2024 Final Assessment Rolls; and

S/L/B	ADDRESS	EXEMPTION CODE	EXPEMPTION AMOUNT	REASON
54/311/41	413 Southside Ave	41661 Vol Firefighter/Ambulance Worker	\$437	Property Sold 01/30/2023

**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

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

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TO: Mayor Robert T. Kennedy and Board of Trustees  
FROM: Megan Martinez-Ewald, Deputy Village Assessor  
DATE: February 8, 2023  
RE: Real Estate Assessment Group Inc. Contract 3/1/2023– 2/29/2024

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The Assessment Department is requesting to renew the contract for 3/1/2023-2/29/2024 Fiscal Year with Mr. Mark Davella from Real Estate Assessment Group, Inc., located at 11 Buchanan Street, Freeport, NY 11520; due to his extensive knowledge of SCAR and Tax Certiorari proceedings related to Freeport.

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

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

The professional services performed by Real Estate Assessment Group Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law. The expenses for this service are paid from account A193004-545500 - Judgments & Claims. The contract includes an increase of 2% (\$2,256) for the current fee and not to exceed \$115,056. The contract is also adjusted to state a monthly rent of \$400 for the use of his office space, which REAG agrees to pay. Use of this office space shall only be for work related to this contract.

Request authorization for the Mayor to execute any and all documents necessary to effectuate this agreement with Real Estate Assessment Group Inc.,

*Megan Martinez Ewald*

Megan Martinez-Ewald

Deputy Village Assessor

CC: Vilma I. Lancaster, Village Assessor

Approved as to form

*[Signature]*  
Deputy Village Attorney

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

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

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

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

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

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

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

**WHEREAS**, these services will be performed pursuant to an agreement beginning on March 1, 2023 and ending on February 29, 2024 for a fee not to exceed \$115,056 (\$57,528.00 per six month period), to be billed at the rate of \$92.19 per hour with a cap of 1,248 hours (624 hours per six month period), an increase of 2% (\$2,256) from the previous year; and

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

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

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

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

Freeport, New York 11520 beginning March 1, 2023 and ending on February 29, 2024 for a not to exceed cost of \$115,056.00 subject to the following restriction:

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

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

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**Real Estate Assessment Group, Inc.**

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

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

## CONSULTING AGREEMENT

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

### WITNESSETH:

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

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

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

### TERMS AND CONDITIONS

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

1. *Employment.*

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

2. *Term.*

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

3. *Compensation.*

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

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

### 3a. *Rent*

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

### 4. *Duties.*

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

The nature of the services to be rendered includes:

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

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

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

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

*5. Extent of Services.*

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

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

*6. No Participation.*

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

*7. Hold Harmless.*

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

*8. Non-Disclosure.*

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

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

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

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

*9. Death or Disability.*

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

*10. Assignment.*

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

*11. Notices.*

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

*12. Documents*

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

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

REAG, Inc.  
11 Buchanan Street  
Freeport, New York 11520

Attn: Mark Davella

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Miscellaneous.*

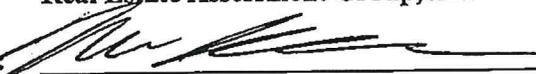
REAG hereby affirmatively states that no elected official, officer or employee of IVF has any interest in REAG.

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

**INCORPORATED VILLAGE OF FREEPORT**

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

**Real Estate Assessment Group, Inc.**

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

Approved as to form:

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

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

**To:** Mayor Robert T. Kennedy  
**From:** Sergio A. Mauras, Superintendent of Buildings  
**Date:** February 17, 2023  
**RE:** Request to Award RFP – #23-01-BULD-644  
2023 Village of Freeport Permitting Software

---

Thirty-three proposals were picked up and four proposals were received on January 13, 2023 for the acquisition of the Village of Freeport Permitting Software. This software solution will be used to support all necessary functions related to Code Enforcement (violations, summon), Construction Permitting, Fire Safety and Prevention, Inspections, Zoning and Planning and business licensing.

Proposals range from a low of \$92,665.00 from Open Gov. to a high of \$648,784.00 from Tyler Technologies. We have reviewed and checked all proposals and find them in good order. Attached is a copy of the bid tabulation for your use.

Therefore, it is recommended that the **RFP for the 2023 Village of Freeport Permitting Software** be awarded to:

**Open Gov.  
6525 Crown Blvd  
Unit 41340  
San Jose, CA 95160**

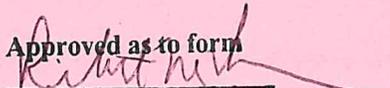
If approved by the Board, this software will be funded from the \$150,000.00 bond, which was approved by the Board of Trustees on March 28<sup>th</sup> 2002.



---

Sergio A. Mauras  
Superintendent of Buildings

Encl.

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on December 19, 2022, the Board authorized the Village Clerk authorized to publish a “Request for Proposals for the Acquisition of Software for Permit Licensing and Code Enforcement”, RFP - #23-01-BULD-644; and

**WHEREAS**, thirty-three (33) proposals were picked up and four (4) proposals were received on January 13, 2023 for the above-referenced proposal; and

**WHEREAS**, proposals range from a low of \$92,665.00 from Open Gov. to a high of \$648,784.00 from Tyler Technologies; and

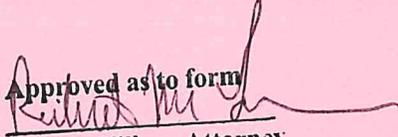
**WHEREAS**, the Superintendent of Buildings is requesting the Board to award the RFP to Open Gov., 6525 Crown Blvd., Unit 41340, San Jose, CA 95160, in the amount of \$92,665.00; and

**WHEREAS**, the funds for this request will be from a \$150,000.00 bond which was approved by the Board of Trustees on March 28, 2022; and

**NOW THEREFORE BE IT RESOLVED**, that base upon the recommendation of the Superintendent of Buildings, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the “Request for Proposals for the Acquisition of Software for Permit Licensing and Code Enforcement”, RFP - #23-01-BULD-644, to Open Gov., 6525 Crown Blvd., Unit 41340, San Jose, CA 95160, in the amount of \$92,665.00.

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

BID TABULATION			
2023 BUILDING DEPARTMENT NEW SOFTWARE			
INCORPORATED VILLAGE OF FREEPORT		BID RETURNABLE: 01/13/2023	
DEPT: BUILDING		TIME: 4:00 PM	
VENDOR	RANK	BID	BID BOND
OPEN GOV (HOSTED)	1	\$92,665.00	N/A
MAINSTAR (HOSTED)	2	\$112,500.00	N/A
FULL CIRCLE (HOSTED)	3	\$113,095.00	N/A
TYLER (HOSTED)	4	\$320,000.00	N/A
TYLER (ON PREMISE)	5	\$648,784.00	N/A

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

**DIRECTIVE**

TO: Sergio A. Mauras, Superintendent of Buildings      December 21, 2022  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Village of Freeport is seeking Proposals from qualified vendors for software related to Building, Code Enforcement, Planning and Zoning Board of Appeals Applications and Business licensing; and

**WHEREAS**, specifications may be obtained at the Office of the Purchasing Agent; and

**WHEREAS**, the funds for this request will be from a \$150,000.00 bond which was approved by the Board of Trustees on March 28, 2022; and

**WHEREAS**, the Board reserves the right to reject any or all proposals received and subject to these reservations, shall award the contract to the highest responsible bidder; and proposals, which in the opinion of the Board are unbalanced, shall be rejected; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Buildings, the Village Clerk be and hereby is authorized to publish a "Request for Proposals for the Acquisition of Software for Permit Licensing and Code Enforcement" in the Freeport Herald and other relevant publications on December 22, 2022, with the specifications available from December 26, 2022 through January 13, 2023, with a return date of January 13, 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:

<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

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: Ismaela M. Hernandez, Village Treasurer March 29, 2022  
FROM: Pamela Walsh Boening, Village Clerk

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

Deputy Mayor Ellerbe offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED MARCH 28, 2022, AUTHORIZING THE ACQUISITION OF COMPUTER HARDWARE AND SOFTWARE FOR USE BY THE BUILDING DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID VILLAGE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$150,000 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to acquire computer hardware and software for use by the Building Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$150,000 and said amount is hereby

# INCORPORATED VILLAGE OF FREEPORT

## INTER-DEPARTMENT CORRESPONDENCE

**Date:** February 7, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Cancellation of Fuel Oil Testing Services Contract – RFP #21-12-ELEC-579

---

At the January 10, 2022 Board meeting, the Fuel Oil Testing Contract (RFP #21-12-ELEC-579) was awarded to Tribologik Corp. for the cost of \$6,764.00 per year for a three year term beginning March 1, 2022. During the course of the contract, it was found that there were additional tests needed to satisfy the requirements of the Department Environmental Conservation (DEC) for both Power Plants. As a result, the contract was significantly underfunded. I am requesting the cancellation of the current contract effective February 28, 2023. This service will go out for rebid to ensure sufficient funds in future years.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the oil testing contract associated with RFP #21-12-ELEC-579, awarded to Tribologik Corp., 1212 172nd Street, Hammond, IN 46324, be cancelled effective March 1, 2023.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db  
Attachment

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on January 10, 2022, the Board awarded the Request for Proposals for RFP #21-12-ELEC-579 – Oil Testing Services to Tribilogik Corp., 1212 172nd Street, Hammond, Indiana 46324, for the not to exceed cost of \$6,764.00 per year for a three year term beginning March 1, 2022 and ending February 28, 2025 with an option to renew for two additional years; and

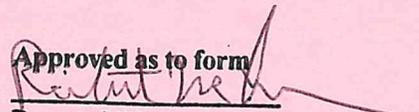
**WHEREAS**, during the course of the contract, it was found that there were additional tests needed to satisfy the requirements of the Department Environmental Conservation (DEC) for both Power Plants; as a result, the contract was significantly underfunded; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to cancel the oil testing contract associated with Tribilogik Corp., 1212 172nd Street, Hammond, IN 46324, effective March 1, 2023 and to re-bid this contract to ensure sufficient funds in future years; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, that the contract for RFP #21-12-ELEC-579 – Oil Testing Services with Tribilogik Corp., 1212 172nd Street, Hammond, Indiana 46324, be cancelled effective March 1, 2023.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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 Squeri, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

**WHEREAS**, The Village of Freeport has solicited proposals for the RFP #21-12-ELEC-579 – Oil Testing Services; and

**WHEREAS**, one proposal was received by the deadline of December 3, 2021; and

**WHEREAS**, the sole responsive and responsible proposal was from Tribologik Corp., 121 172<sup>nd</sup> Street, Hammond, Indiana, 46324 with a cost not to exceed \$6,764.00 per year; and

**WHEREAS**, the cost for these services will be covered in budget lines E7143151 510000 (Regulatory Agency PP1; E7143152 510000 (Regulatory Agency PP2); and E7143156 510000 (Regulatory Agency CT2) and there are sufficient funds therein to cover the costs; and

**NOW THEREFORE BE IT RESOLVED**, based on the recommendation of the Superintendent of Electric, that the Mayor be and hereby is authorized to sign any paperwork necessary to award the Request for Proposals for RFP #21-12-ELEC-579 – Oil Testing Services to Tribologik Corp., 1212 172<sup>nd</sup> Street, Hammond, Indiana, 46324 for the not to exceed cost of \$6,764.00 per year for a three year term beginning March 1, 2022 and ending February 28, 2025 with an option to renew for two additional years.

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 <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 &amp; Comm.</u>	X <u>Police Dept.</u>	X <u>Dep. V. Clerk</u>

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

**Date:** February 8, 2023

**To:** Mayor Robert T. Kennedy

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

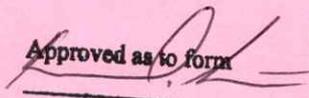
**Re:** RFP Recommendation (Revised)  
 RFP #23-01-ELEC-645 - Oil Testing Services

By the due date, January 27, 2023, the Electric Department received one response to its advertisement for oil testing services. The only responsive and responsible proposer is Tribologik Corp. Tribologik Corp. is our current service provider. The unit pricing in the submitted proposal was reduced to match the current contract pricing. The cap on the new contract will be for a not to exceed cost of \$16,156.00/year for three years. The cost includes services as follows:

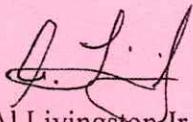
Item No.	Items of Work	Estimated Annual Quantity	Unit Price	Total Annual Amount
1.	PP1- Fuel Oil Tanks Quarterly sampling	20 each	\$219.00	\$4,380.00
2.	PP2- Fuel Oil Tanks Quarterly Sampling	4 each	\$545.00	\$2,180.00
3.	PP1- Fuel Oil Delivery Sampling	4 each (estimated)	\$219.00	\$876.00
4.	PP2- Fuel Oil Delivery Sampling	16 each (estimated)	\$545.00	\$8720.00

There are two facilities that fall under this RFP - Power Plant 1 (PP1), 220 W. Sunrise Highway and Power Plant 2 (PP2), 289 Buffalo Avenue.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the oil testing RFP be awarded to Tribologik Corporation, 1212 172<sup>nd</sup> Street, Hammond, IN 46324, for the not to exceed sum of \$16,156.00 per year for three years commencing March 1, 2023, with an option to renew for up to two additional years; and that the Mayor be authorized to sign any documents

  
 Approved as to form  
 Village Attorney 2/10/2023

necessary to award the contract. The cost of this service will be charged to the following accounts: #E 7143151 510000 (Regulatory Agency PP1), #E 7143152 510000 (Regulatory Agency PP2) and #E 7143156 510000 (Regulatory Agency CT2). There are sufficient funds available for this expense.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachment

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

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

**WHEREAS**, on January 9, 2023, the Board authorized the Village Clerk to advertise a Request for Proposals for the “Oil Testing”, RFP #23-01-ELEC-645; and

**WHEREAS**, by the due date, January 27, 2023, the Electric Department received one (1) response to its advertisement for oil testing services; and

**WHEREAS**, the only responsive and responsible proposer was submitted by Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, for the not to exceed sum of \$16,156.00 per year for three years commencing March 1, 2023 and ending on February 28, 2026, with an option to renew for up to two (2) additional years; and

**WHEREAS**, Tribologik Corp. is the Village’s current service provider; the unit pricing in the submitted proposal was reduced to match the current contract pricing; and

**WHEREAS**, the cost includes services as follows:

Item No.	Items of Work	Estimated Annual Quantity	Unit Price	Total Annual Amount
1.	PP1- Fuel Oil Tanks Quarterly sampling	20 each	\$219.00	\$4,380.00
2.	PP2- Fuel Oil Tanks Quarterly Sampling	4 each	\$545.00	\$2,180.00
3.	PP1- Fuel Oil Delivery Sampling	4 each (estimated)	\$219.00	\$876.00
4.	PP2- Fuel Oil Delivery Sampling	16 each (estimated)	\$545.00	\$8720.00

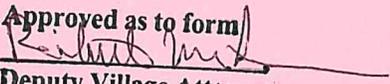
**WHEREAS**, the Freeport Electric Department requires the services of a New York certified laboratory in order to comply with the regulations of the New York Department of Environmental Conservation and the Environmental Protection Agency, to provide testing services for oil analysis for Power Plants 1 and 2; and

**WHEREAS**, the cost of the service will be charged to #E 7143151 510000 (Regulatory Agency PP1), #E 7143152 510000 (Regulatory Agency PP2) and #E 7143156 510000 (Regulatory Agency CT2), 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 Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the Oil Testing, RFP #23-01-ELEC-645, to Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, for the not to exceed sum of \$16,156.00 per year for three years commencing March 1, 2023 and ending February 28, 2026, with an option to renew for up to two (2) additional years.

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 January 11, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Freeport Electric Department requires the services of a New York certified laboratory in order to comply with the regulations of the New York Department of Environmental Conservation and the Environmental Protection Agency, to provide testing services for oil analysis for Power Plants 1 and 2; and

**WHEREAS**, the specifications cover a period of three (3) years commencing March 1, 2023, with an option for renewal for up to two (2) additional years; and

**WHEREAS**, the cost of the service will be charged to #E 7143151 510000 (Regulatory Agency PP1), #E 7143152 510000 (Regulatory Agency PP2) and #E 7143156 510000 (Regulatory Agency CT2), and there are sufficient funds available for this expense; and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Request for Proposals for the "Oil Testing", RFP #23-01-ELEC-645, in the Freeport Herald and other relevant publications of general circulation on January 12, 2023, with specifications available from January 13, 2023 through January 27, 2023, with a return date of January 27, 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:

---

<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	<u>OTHER</u>
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

**BID TABULATION**

**RFP# 23-01-ELEC-645**

**2023 OIL TESTING CONTRACT**

**VILLAGE OF FREEPORT**

**BID RETURNABLE: 1/27/23**

**DEPT: ELECTRIC**

**TIME: 4PM**

<b>VENDOR</b>	<b>RANK</b>	<b>BID</b>	<b>BID BOND</b>
<b>TRIBOLOGIK CORPORATION 1212 172<sup>ND</sup> STREET HAMMOND, IN 46324</b>		<b>\$17,440.00</b>	<b>N/A</b>

**BIDS FORWARDED TO ELECTRIC FOR REVIEW**

# OIL TESTING PROPOSAL

## PRICING FOR FUEL SAMPLING

Item No.	Items of Work	Estimated Annual Quantity	Unit Price	Total Annual Amount
1.	PP1- Fuel Oil Tanks Quarterly sampling	20 each	\$219.00	\$4,380.00
2.	PP2- Fuel Oil Tanks Quarterly Sampling	4 each	\$545.00	\$2,180.00
3.	PP1- Fuel Oil Delivery Sampling	4 each (estimated)	\$219.00	\$876.00
4.	PP2- Fuel Oil Delivery Sampling	16 each (estimated)	\$545.00	\$8,720.00

**Total Annual Amount of items 1 through 4 of Proposal based on estimated quantities provided:**

Sixteen thousand one hundred fifty six

(words)

\$16,156.00

(figures)

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications For**

**OIL TESTING**

**RFP #23-01-ELEC-645**

**MAYOR  
ROBERT T. KENNEDY**

**TRUSTEES**

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

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



**AL LIVINGSTON JR., SUPERINTENDENT  
INC. VILLAGE OF FREEPORT**

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# REQUEST FOR PROPOSALS

## OIL TESTING 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 "OIL TESTING" until Friday, January 27, 2023 at 4:00 P.M.

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). Specifications, proposal and proposed contracts will be available from 9:00 A.M. on Friday, January 13, 2023, until 4:00 P.M. on Friday, January 27, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 12, 2023

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

## **WAIVER OF IMMUNITY**

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

## **STATEMENT OF EQUALITY**

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

## INSTRUCTIONS

1. **PROJECT IDENTIFICATION**

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

“Oil Testing”

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, January 13, 2023, until 4:00 P.M. on Friday, January 27, 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 DOCUMENTS**

No deposit and/or fee is required for a set of proposal 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 proposal documents and shall be submitted in a sealed envelope clearly marked “Oil Testing”, together with the name of the proposer.

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

5. **DELIVERY OF PROPOSALS**

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

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

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

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

6. **TAXES**

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

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

7. **SECURITY**

Not required.

8. **QUALIFICATIONS OF CANDIDATES**

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

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

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

9. **INTERPRETATION OF DOCUMENTS**

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

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

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

10. **ADDENDUM**

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

11. **MODIFICATIONS**

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

12. **CORRECTIONS**

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

13. **WITHDRAWAL**

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

14. **SUBLETTING OR ASSIGNING THE CONTRACT**

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

15. **MULTIPLE PROPOSALS**

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

A person, firm or corporation who has submitted a proposal to a Candidate, or who has quoted prices on materials to a Candidate, is not hereby

disqualified from submitting a proposal or quoting prices to other Candidates.

16. **AGREEMENT**

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

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

17. **GUARANTEE**

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

18. **RIGHT TO REJECT PROPOSALS**

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

19. **EXECUTION**

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

# **FREEPORT ELECTRIC**

## **OIL TESTING**

### **SCOPE**

The Incorporated Village of Freeport, NY (Owner, Village or VOF), located within the Town of Hempstead, in Nassau County and Freeport Electric (FE) a wholly owned subsidiary of VOF, are seeking a State of New York certified laboratory to perform analytical services of fuel oil in a timely manner. There are two facilities that fall under this RFP; PP1 is Power Plant 1 located at 220 West Sunrise Highway and PP2 is located at 289 Buffalo Avenue, both in Freeport. Freeport Electric will be responsible for collection of all samples. Freeport Electric will either deliver or mail all samples. The successful contractor shall perform the required analysis and notify Freeport Electric immediately by phone if any significant findings exceed the State requirements and/or E.P.A. mandated levels. In addition, the contractor shall follow up with a written report in a timely manner on the approved forms.

FE is interested in receiving proposals from qualified vendors to supply all or part of the detailed scope. The analyses requested in this package are not evenly distributed for each fiscal year, in that some years may require more testing and others may not require testing on some analyses at all. In addition, analyses are dependent on the requirements and regulation of the State and E.P.A. - they may change during the contract period.

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

### **QUALITY STANDARDS**

The laboratory performing the required analysis must observe all New York State and E.P.A. mandated procedures, and shall be certified by the State of New York Department of Health Services. All samples must be analyzed using EPA approved testing methods.

### **PERMITS AND LICENSING**

The successful Candidate must have a current State of New York laboratory certification.

### **CONTAINERS**

The successful Candidate shall supply the Electric Department with containers for collecting the samples as required.

### **USER LIST**

Each Candidate shall provide a list of at least three (3) locations in the local area for which your firm is currently doing business. The listing shall include the name and address and phone number of agency.

### **CANDIDATE SELECTION**

Goods and services procured by Freeport Electric shall be from the lowest responsive/responsible Candidate. In addition to price, the "lowest responsible Candidate" will be determined by consideration of the following factors:

- The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- The ability, capability and skill of the Candidate to perform the services required.
- Whether the Candidate has the financial resources and facilities to perform or provide the services promptly, or within the time specified without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the Candidate.
- The Candidate's record of performance on previous contracts or services, including compliance by the Candidate with laws and ordinances relative to such contracts or services.
- Whether the Candidate requires sub-contracting analyses out to a third party.

### **CONTRACT PERIOD**

The contract period shall be for three (3) years commencing on or about March 1, 2023. In addition, the agreement may be renewed or extended on an annual or monthly basis as best meets the needs of the Village, not to exceed a total of two (2) additional years.

### **ALTERNATIVE PROPOSALS**

Vendors are encouraged to submit alternative proposals should they feel the need to do so. The Village specifically invites cost-saving or quality improving substitutes and alternatives. Each quotation will be considered on its own merit and must conform to the requirements of this specification. All alternative quotations should be clearly identified as such.

## Fuel Oil Testing Requirements

<b>PP1 "No. 2 ULSD Fuel Oil"</b>				
<b>From Tanks "Quarterly" &amp; From Fuel Delivery "As Needed"</b>				
<b>Test</b>	<b>Method</b>	<b>Units / Cond</b>	<b>Limit</b>	<b>Results</b>
API Gravity	D-287	Deg API @ 60F	30-33 Typical	
Flashing Point	D-93	PM CC° F	125 min	
Pour Point	D97	° F	-10 Typical	
Viscosity	D88	SSF @ 100 ° F secs	38 max	
Cloud Point	D2500	° F	15 max	
Distillation	D86	° F @ 10% REC	450 max	
		° F @ 90% REC	540 max	
		End	700 max	
Cetane Index	D976	Calc	40 min	
Hydrogen	D3701	% WEIGHT	13 min	
Ash Content	D482	% WEIGHT	.01 max	
Carbon Residue 10% bottoms	D396	% b.w.(rams)	.35 max	
Sulfur			D129, D5453	% WEIGHT
Water & Sediment	D1796	% WEIGHT	0.5 max	

<b>PP2 "Colonial Grade 55 Fuel Oil"</b>				
<b>From Tanks "Quarterly" &amp; From Fuel Delivery "As Needed"</b>				
<b>Test</b>	<b>Method</b>	<b>Units / Cond</b>	<b>Limit</b>	<b>Results</b>
API Gravity	D-287	Deg API @ 60F	37-51	
Heat Of Combustion	D3338	BTU Lbs/Gal.(net)	18,400 min	
Existent Gum	D381	MG/100ML	7 max	
Sulfur	D4294 D5453	PERCENT WT	0.0015 max (a)	
Flashing Point	D56	° F	123 min (e)	
Freezing Point	D2386	° F	-40 max	
Aromatics	D1319	PERCENT VOL	25 max	
Olefins	D1319	PERCENT VOL		
Saturates	D1319	PERCENT VOL		
Smoke Point	D1322	MM	18 min	
Copper Corrosion	D130	CLASSIFICATION	No.1 max (f)	

Acidity	D3242	MG KOH/GM	0.10 max	
Viscosity	D445	CST@40°C	1 – 1.9	
Water Reaction	D1094	INTERFACE RATING	1B (20.0 minutes max)	
Naphthalene	D1840	PERCENT VOL	3.0 max	
Appearance	D4176	ASTM REFERENCE	85 min	
Water Separometer	D3948	ASTM INDEX	0.10 max	
Distillation	D86	° F @ IBP ° F @ 10% REC ° F @ 50% REC ° F @ 90% REC ° F @ 95% REC ° F @ FBP % RECOV % RESIDUE % LOSS	348-400 report 550 max 465 min 572 max 1.5 max 1.5 max	
Mercaptan Sulfur	D3227	% MASS	0.003 max	
Conductivity	D2624	pS/m		
Particulates	D5452	MGL	1.0 max	
Filtration Time		MINUTES		
Cetane Index	D4737	CALC	40 min	
Carbon Residue	D524	% WEIGHT	.15 max	
Calcium	D3605	PPM	2.0 max	
Lead	D3605	PPM	1.0 max	
Vanadium	D3605	PPM	0.5 max	
Lithium/Sodium/Potassium	D3605 (d)	PPM	0.2 max (b)(c)	
Ash	D482	% WEIGHT	0.01 max	
Hydrogen	D5291	% WEIGHT	12.7 min (g)	

**Notes:**

- A. The following alternate methods are acceptable: ASTM D1552, ASTM D2622, and ASTM D1266.
- B. The total amount of alkali metals in fuels used in engines having marinized (corrosion resistant) coatings on the HPT blading shall not exceed 0.2 ppm. This limit includes all alkali metals, potassium and lithium as well as sodium; however, experience has shown that sodium is generally by far the preponderant alkali metal. This limit also assumes zero alkali metals in the inlet air or injected water or steam. When actual levels are above zero, the maximum allowable sodium content of the fuel must be reduced in accordance with the following relationship:
- $$\begin{aligned} & \text{Sodium in Inlet Air Air/Fuel Ratio} && \text{ppm} \\ & \text{plus Sodium in Water or Steam x Water or Steam/Fuel Ratio} && \text{ppm} \\ & \text{plus Sodium in Fuel} && \text{ppm} \\ & \text{Total fuel equivalence for sodium from all sources must not exceed} && \\ & && 0.2\text{ppm} \end{aligned}$$
- C. For non-marinized engines with standard coatings on the HPT blading, the total amount of alkali metals from all sources shall not exceed 0.1 ppm.

- D. To achieve the level of sensitivity for detection of sodium to the level required, a flameless (furnace) atomic absorption method may be necessary. Further information on this method can be obtained from the NIPER (National Institute of Petroleum and Energy Research, Bartesville, Oklahoma).
- E. Legal limits and applicable safety regulations must be met.
- F. Copper corrosion test conditions are 2 hours at 100 degrees C.
- G. Care must be taken with the more viscous tests to ensure that the minimum hydrogen content is met.

# OIL TESTING

DATE: Jan 25, 2023

NAME: Tribologik Corporation

ADDRESS: 1212 172nd Street  
Hammond, IN, 46324

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

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

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

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

**NOTES:**

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM  
SPECIFICATION BOOK

## NON-COLLUSIVE BIDDING CERTIFICATION

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

PROPOSAL - CONT'D

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

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

CANDIDATE:

Tribologik Corporation

CANDIDATE'S ADDRESS:

1212 172nd Street, Hammond, IN, 46324

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

46-0524970

CANDIDATE'S TELEPHONE (DAY):

312-800-2888

(NIGHT - EMERGENCY):

312-800-2888

FAX NUMBER:

219-544-5044

SIGNED BY:

Nicholas Reich



TITLE: VP Sales

DATE: Jan 25, 2023

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

NAME & TITLE	ADDRESS
Marvin Ostin - CEO	6848 Weizmann, Cote St Luc, QC, H4W 2W9
_____	_____
_____	_____
_____	_____

NAME OF CANDIDATE:

Tribologik Corporation

BUSINESS ADDRESS OF CANDIDATE:

1212 172nd Street, Hammond, IN, 46324

DATED: THE 25 DAY OF January, 2023

## REFERENCES

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

1)

Name: Eric Rosmarin

Company: Freeport Electric

Address: 289 Buffalo Ave

Freeport, NY, 11520

Phone: 516-377-2389

2)

Name: Thomas Taggart

Company: Suffolk County DPW

Address: 600 Bergne Ave

West Babylon, NY, 11704

Phone: 631-854-4045

3)

Name: Janet Lebron

Company: New York City Transit

Address: 333 W. 34th ST

New York, NY, 10001

Phone: 718-927-8117

# OIL TESTING PROPOSAL

## PRICING FOR FUEL SAMPLING

Item No.	Items of Work	Estimated Annual Quantity	Unit Price	Total Annual Amount
1.	PP1- Fuel Oil Tanks Quarterly sampling	20 each	\$260.00	\$5,200.00
2.	PP2- Fuel Oil Tanks Quarterly Sampling	4 each	\$560.00	\$2,240.00
3.	PP1- Fuel Oil Delivery Sampling	4 each (estimated)	\$260.00	\$1,040.00
4.	PP2- Fuel Oil Delivery Sampling	16 each (estimated)	\$560.00	\$8,960.00

**Total Annual Amount of items 1 through 4 of Proposal based on estimated quantities provided:**

Seventeen Thousand Four Hundred Fourty

(words)

\$ 17,440.00

(figures)

PROPOSAL

OIL TESTING

as per specifications, or equal

NAME OF

CANDIDATE Tribologik Corporation

ADDRESS 1212 172nd Street, Hammond, IN, 46324

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

TELEPHONE NO. (312) 800-2888

FAX NO. 219-544-5044

EMAIL nreich@tribologik.com

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

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

	VP Sales	Jan 25, 2023
<i>(Signature of Candidate)</i>	<i>(Title)</i>	<i>(Date)</i>

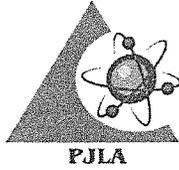
Nicholas Reich	312-800-2888 Ext 40
<i>(Print or Type Name)</i>	<i>(Telephone)</i>

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

**Exceptions to the Specification**

List by Title and Section

NONE



# PERRY JOHNSON LABORATORY ACCREDITATION, INC.

## Certificate of Accreditation

*Perry Johnson Laboratory Accreditation, Inc. has assessed the Laboratory of:*

***Tribologik Corporation***  
1212 172<sup>nd</sup> Street, Hammond, IN 46324

*(Hereinafter called the Organization) and hereby declares that Organization is accredited in accordance with the recognized International Standard:*

**ISO/IEC 17025:2017**

This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (as outlined by the joint ISO-ILAC-IAF Communiqué dated April 2017):

***Chemical Testing***  
*(As detailed in the supplement)*

Accreditation claims for such testing and/or calibration services shall only be made from addresses referenced within this certificate. This Accreditation is granted subject to the system rules governing the Accreditation referred to above, and the Organization hereby covenants with the Accreditation body's duty to observe and comply with the said rules.

For PJLA:

Tracy Szerszen  
President

*Initial Accreditation Date:*

May 14, 2012

*Issue Date:*

October 4, 2021

*Expiration Date:*

November 30, 2023

*Accreditation No.:*

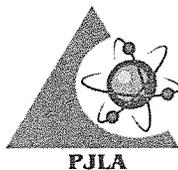
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*Certificate No.:*

L21-588-2

Perry Johnson Laboratory  
Accreditation, Inc. (PJLA)  
755 W. Big Beaver, Suite 1325  
Troy, Michigan 48084

*The validity of this certificate is maintained through ongoing assessments based on a continuous accreditation cycle. The validity of this certificate should be confirmed through the PJLA website: [www.pjilabs.com](http://www.pjilabs.com)*



# Certificate of Accreditation: Supplement

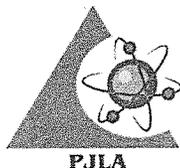
## Tribologik Corporation

1212 172<sup>nd</sup> Street, Hammond, IN 46324

Contact Name: Marvin Ostin Phone: 514-383-6330 Ext. 24

Accreditation is granted to the facility to perform the following testing:

FIELD OF TEST	ITEMS, MATERIALS OR PRODUCTS TESTED	SPECIFIC TESTS OR PROPERTIES MEASURED	SPECIFICATION, STANDARD METHOD OR TECHNIQUE USED	RANGE (WHERE APPROPRIATE) AND DETECTION LIMIT
Chemical <sup>F</sup>	Lubricant, Cooling Liquids and Other Relevant Liquid	Additive Elements and Contamination	ASTM D5185 ASTM D6130 Inductively Coupled Plasma Atomic Emission	D.L. = 1 ppm
		Chloride, Fluoride, Nitrite, Nitrate, Bromide, Phosphate, Sulfate, Formate, Glycolate, and Other Ions by Ion Chromatography	ASTM D5827 ASTM D3634	Chloride: D.L. = 2 mg/L Fluoride: D.L. = 5 mg/L Nitrite: D.L. = 4 mg/L Nitrate: D.L. = 7 mg/L Bromide: D.L. = 20 mg/L Phosphate: D.L. = 8 mg/L Sulfate: D.L. = 2 mg/L Formate: D.L. = 2 mg/L Glycolate: D.L. = 10 mg/L
		pH	ASTM D1287	1 pH to 14 pH
		Freeze Protection	ASTM D3321	-65 °C to 0 °C
		Ethylene Glycol %	In-House Method	0 % to 100 %
		Glycol Detection In Oil	ASTM D2982	Per Method
		Total Base Number	ASTM D4739 ASTM D2896	
		Total Acid Number	ASTM D664 ASTM D974	
		Viscosity Index	ASTM D2270	
		Kinematic Viscosity	ASTM D445	
		Infra-Red	JOAP	FTIR: 0 in absorbency
		TDS	In-House SOP	N/A
		Conductivity	In-House SOP	N/A
		% Water Crackle	In-House Method	Visual
		Flash Point	ASTM D3828	Per Method
		Fire Point	ASTM D92	
		Density	ASTM D1298 ASTM D4052	D.L. = 0.000 05 g/cm <sup>3</sup> T = 0.03 °C
		Particle Count/Direct Reading Ferrography	NAS 1638 ISO 4406 In-House Method	Per Method
		Cloud Point	ASTM D2500	
		Pour Point	ASTM D97	
		Water by Karl Fisher	ASTM D6304 ASTM D4928	
Particle Quantifier	In-House Method			
Analytical Ferrography	In-House Method	Qualitative/Visual		
Vapor Pressure	ASTM D5191	2 psi to 15 psi		



# Certificate of Accreditation: Supplement

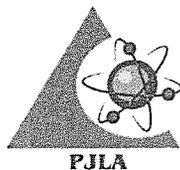
## Tribologik Corporation

1212 172<sup>nd</sup> Street, Hammond, IN 46324

Contact Name: Marvin Ostin Phone: 514-383-6330 Ext. 24

Accreditation is granted to the facility to perform the following testing:

FIELD OF TEST	ITEMS, MATERIALS OR PRODUCTS TESTED	SPECIFIC TESTS OR PROPERTIES MEASURED	SPECIFICATION, STANDARD METHOD OR TECHNIQUE USED	RANGE (WHERE APPROPRIATE) AND DETECTION LIMIT
Chemical <sup>F</sup>	Lubricant, Cooling Liquids and Other Relevant Liquid	Sulfur by XRF	ASTM D4294 ASTM D5453 ISO 1302	1 mg/kg to 3 000 mg/kg 0.000 1 % to 0.35 %
		Lubricity	ASTM D6079	10 µm to 1 000 µm
	Lubricant, Cooling Liquids, and Fuel	Flash point Closed Cup	ASTM D93 ASTM D56 ASTM D6450	UL: 42.7 °C LL: 40.4 °C
		Distillation Petroleum	ASTM D86	Initial BP: UL: 160 °C LL: 154 °C
		Cetane Index	ASTM D4737 ASTM D976	UL: 45.7 °C LL: 42.68 °C
		Copper Corrosion	ASTM D130	Range 1a to 4c
		Research Octane Number	ASTM D2699	75 to 98
		Motor Octane Number	ASTM D2700	75 to 98
		Anti-Cknock Number	(R+M)/2	75 to 98
		Cetane Number	ASTM D613	38 to 69
		Water and Sediment	ASTM D2709	0 % to 90 %
		Oxygenate Content	ASTM D4815	D.L. = 0.000 01 %
		Vapor Liquid Ratio Temperature of Fuel	ASTM D5188	0 °C to 1 °C
		Carbon Residue	ASTM D4530	0.001 % to 10 %
		Oxidation Stability	ASTM D2274	0 hours to 72 hours
	Lubricant and Grease	Remaining Useful Life (RUL) and Routine Useful Life Evaluation Routine (RULER™) Number by Linear Sweep Voltammetry (LSV)	ASTM D6971 ASTM D6810 ASTM D7590	Amine: UL: 68.5 % LL: 62.3 % Phenol: UL: 44.5 % LL: 40.11 %
	Cooling Liquids	Boiling Point (coolant)	ASTM D1120	UL: 112.4 °C LL: 106.12 °C
	Oil	Diesel Fuel in Used Engine Oils (Fuel %)	ASTM D3524/D7593	D.L. = 1 %
		Corrosive Sulfur in Electrical Insulating Liquids	ASTM D1275	Non Corrosive / Corrosive
		Varnish Potential	ASTM D7843	0 to 100



# Certificate of Accreditation: Supplement

## Tribologik Corporation

1212 172<sup>nd</sup> Street, Hammond, IN 46324

Contact Name: Marvin Ostin Phone: 514-383-6330 Ext. 24

Accreditation is granted to the facility to perform the following testing:

FIELD OF TEST	ITEMS, MATERIALS OR PRODUCTS TESTED	SPECIFIC TESTS OR PROPERTIES MEASURED	SPECIFICATION, STANDARD METHOD OR TECHNIQUE USED	RANGE (WHERE APPROPRIATE) AND DETECTION LIMIT
Chemical <sup>F</sup>	Fuel	Hydrocarbon	ASTM D1319	D.L. = 1 %
		Gum	ASTM D381	
		Anti-icing Additive Concentration	ASTM D5006	
		Aviation Particle Contamination	ASTM D5452	
		Emulsification	ASTM D3948	D.L. = 1 s
		Water Separation	ASTM D1401	
		Foaming Point	ASTM D892	
		Smoke Point	ASTM D1322	D.L. = 1 mm
		Napthalene	ASTM D1840	D.L. = 0.1 %
		Water Reaction Vessel	ASTM D1094	Aqueous layer: D.L= 0.5 mL  Appearance: 1 to 3  Interface: 1 to 4
	Cold Filter Plugging Point	ASTM D6371	D.L. = 1 °C	
	Freezing Point	ASTM D2386		
	Doctor Test	ASTM D4952		
	Electrical Conductivity	ASTM D2624		
Oil/Fuel	Heat of Combustion	ASTM D4809	D.L. = 1 °C	

1. The presence of a superscript F means that the laboratory performs testing of the indicated parameter at its fixed location. Example: Outside Micrometer <sup>F</sup> would mean that the laboratory performs this testing at its fixed location.

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

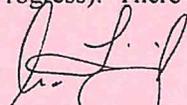
**Date:** February 1, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** RFP #23-01-ELEC-646  
Furnishing of Electrical Engineering Services to Freeport Electric

By the due date, January 27, 2023, the Electric Department received two responses to its advertisement. David A. Yigdal, P.E., submitted the lowest responsive and responsible proposal.

<b>Proposer</b>	<b>Cost Per Hour</b>	<b>Hours Per Year</b>	<b>Total Amount per Year</b>
<b>David A. Yigdal, P.E. Consulting Engineer 158 Shady Lane Westbury, NY 11590</b>	\$100.00	1080	Not to Exceed \$108,000.00
<b>Lizardos Engineering Associates 200 Old Country Road, Ste. #670 Mineola, NY 11501</b>	\$250.00	1080	\$270,000.00

Mr. Yigdal was awarded the engineering services contract for the March 1, 2022 to February 28, 2023 period at a rate of \$94.90/hr. The current liquidated amount is \$82,921.85. The rate for March 1, 2023 to February 29, 2024 is \$100.00/hr.

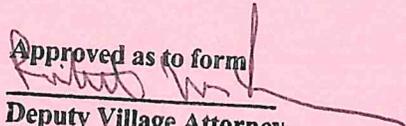
Therefore, it is the recommendation of the Superintendent of Electric Utilities that RFP #23-01-ELEC-646 – Furnishing of Electrical Engineering Services to Freeport Electric be awarded to the lowest responsive and responsible proposer meeting specifications, David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$100.00/hr., not to exceed \$108,000.00 for a term running from March 1, 2023 through February 29, 2024. The cost of these services shall be charged to various accounts including WO #2408 (Redundant Energy) and WO #2409 (Microgrid) (E110000 – Construction Work in Progress). There are sufficient funds available to cover this expense.

  
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachment

Cc Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent

  
Approved as to form  
**Deputy Village Attorney**

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

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

**WHEREAS**, on January 9, 2023, the Board authorized the Village Clerk to advertise a Notice of Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric” RFP #23-01-ELEC-646 at Power Plant #1; and

**WHEREAS**, by the due date, January 27, 2023, the Electric Department received two (2) responses to its advertisement; and

**WHEREAS**, David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 submitted the lowest responsive and responsible proposal for the cost of \$100.00/hr., not to exceed \$108,000.00; and

**WHEREAS**, Mr. Yigdal was awarded the engineering service contract for the March 1, 2021 to February 28, 2022 period at a rate of \$94.90/hr., and at the same rate for March 1, 2022 to February 28, 2023; and

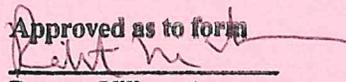
**WHEREAS**, the cost of these services shall be charged to various accounts including E 110000 and various work orders including WO #2408 (Redundant Energy) and WO #2409 (Microgrid) (E110000 – Construction Work in Progress), and there are sufficient funds available to cover these costs; and

**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 the proposal for the “Furnishing of Electrical Engineering Services to Freeport Electric” RFP #23-01-ELEC-646 at Power Plant 1 to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590, for the cost of \$100.00/hr., not to exceed \$108,000.00 for a term from March 1, 2023 to 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: Al Livingston Jr., Superintendent of Electric Utilities January 11, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

It was moved by 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 of Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric” at Power Plant #1; and

**WHEREAS**, these services are critical to the development of Freeport’s Microgrid project, Redundant Energy Supply at Power Plant project, and various overhead, underground and fiber optics upgrades; and

**WHEREAS**, the specifications cover services for a period of (1) year with an option at the Village’s discretion to extend the term for up to one (1) additional year; and

**WHEREAS**, the cost of these services shall be charged to various accounts including WO #2408 (Redundant Energy) and WO #2409 (Microgrid) and there are sufficient funds available to cover these costs; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice of Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric” at Power Plant #1 in the Freeport Herald and other relevant publications on January 12, 2023, with the specifications available from January 13, 2023, to January 27, 2023, with a return date of January 27, 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:

<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

# Furnishing of Electrical Engineering Services to Freeport Electric



**RFP #23-01-ELEC-646 Technical Proposal**

**David A Yigdal, PE - Consulting Engineer**



**David A. Yigdal, PE**

158 Shady Lane Westbury, NY 11590 Telephone: 516-642-4119

January 18, 2023

Ms. Kim Weltner  
Purchasing Agent  
Inc. Village of Freeport  
46 N. Ocean Ave.  
Freeport, NY 11520

Re: Furnishing of Electrical Engineering Services to Freeport Electric – RFP #23-01-ELEC-646

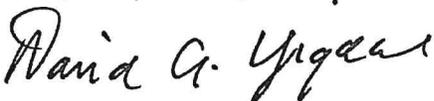
Dear Ms. Weltner:

I am pleased to submit this proposal to provide professional engineering services to Freeport Electric as requested in RFP #23-01-ELEC-646.

Please review the attached documents outlining the nature and extent of my designing all facets of generation, substation, transmission, and distribution projects. My experience was attained through a diverse career as engineer, supervisor, manager, and electrical consultant on a multitude of projects all over Long Island. With over 50+ years of combined experience at LILCO/Keyspan and Freeport Electric, I have the knowledge base, skills, and experience to provide excellent electrical engineering services required by the Village of Freeport.

I have enclosed one original and one copy of my proposal for your review and evaluation. Should you require further information, please contact me at 516-642-4119 or e-mail me at [dayigdal@gmail.com](mailto:dayigdal@gmail.com)

Very Truly Yours,



David A. Yigdal, PE

# **TABLE OF CONTENTS**

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- 2 - Service Overview
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- 9 - Proposal of Costs
- 10 - Proposal Submission Form
- 11 - Notary Republic

## SERVICE OVERVIEW;

Within a 35 year career at LILCO/Keyspan, and an additional 20+ years as an Engineering Consultant to Freeport Electric, I bring a wealth of experience in many differing areas of utility centric electrical engineering. In 1971, I received my P.E. license in N.Y.

This includes all aspects of planning, specifying, designing, testing, and service implementation for High Voltage Equipment (4kv thru 138kv) including Air Circuit Switches, SF6 and Vacuum Breakers, Cable and Conduit Systems, Power Plant and Distribution Substations, SCADA controls, Fiber Optic Telecommunications, Protective Relaying, and all other ancillary devices.

My goal is to always achieve the finest possible outcome for the client by incorporating innovative solutions that accomplish two goals. Provide maximum safety to construction and operating personnel, and the general public; and establishing an optimal design at minimum cost.

Please refer to Relevant Experience for additional details of my many accomplishments

### Contact Information:

Authorized Person:  
David A Yigdal  
158 Shady Lane  
Westbury, NY 11590

[dayigdal@gmail.com](mailto:dayigdal@gmail.com)  
516-642-4119

## RELEVANT EXPERIENCE AND QUALIFICATIONS

Over a 50+ year successful career, I have been involved in projects ranging from 480 Volts through and including 138Kv.

Beginning a 13 year career in Utility Distribution, I was involved with 13.2 Kv overhead and underground designs for radial, loop feed, automatic throw-over, and both spot and area network installations. This includes development of automation devices utilizing PLC and similar type systems, SCADA controls via hardwire and radio telecommunications, and design of circuits similar in operation and function of today's "Microgrid" configurations.

Subsequently for the next 9 years, I held the position supervising a team of engineers that designed Control and Protection (C&P) of transmission, substation, and generation facilities across Long Island. During this tenure, I directed and participated in detailed engineering for relaying new transmission lines for the Shoreham Nuclear Plant, 100 Mw Brookhaven Gas Turbines, Northport Power Plant Substation, Montauk diesel generator refurbishment, and relay improvements to the Holtsville 500 MVA gas turbines. In addition, my team prepared engineering for more than a dozen 138 Kv to 13 kv substation C&P projects adding new transformer banks, HV breakers, 13kv Switchgear, and additional cable exit feeders.

In 1981, I was the "Hardware" procurement engineer/manager responsible for the complete refurbishment of the LILCO System Operations Headquarters in Hicksville, NY that replaced a vintage IBM computer system having limited operator capability with the first completely integrated state-of-the-art "Quad" system manufactured by Control Data System. This \$8,000,000 project consisted of preparing plans, design of the integrated control systems, and preparing detailed specifications and drawings for procurement of equipment. It involved replacing obsolete hard wired SCADA with first generation solid state (and later microprocessor) remote terminal units (RTU), installing new analog metering for tracking power plant Mw, providing new triple CRT work stations in the Operations room, and modernizing the existing electrified "map board" with a modern digital control system.

In addition, my team was tasked with simultaneously modernizing the LILCO gas Operations Control Room with a computer driven map board that eliminated obsolete electro mechanical telemetry equipment. At this time, my team and I began the replacement of substation electromechanical SCADA by adding the first generation totally microprocessor controlled RTU's manufactured by Systems Northwest at a dozen substations. (In future years, this number of microprocessor substation RTU's would grow to more than 175 units installed.)

I was selected as Manager of the Substation Division of Electrical Engineering Dep't in 1986 and planned and organized budgeting, planning, specification preparation, and procurement for the upgrading of several existing substations with additional transformer banks, and HV equipment. The group, at that time, also prepared specifications for 138kv pipe type cable, and were involved in new overhead

transmission line designs for the Shoreham transmission network and repair specifications for the existing 7 Northport-Norwalk cables that were damaged by large ships dragging anchor in Long Island Sound.

In 1989 I was appointed as Manager of Transmission and Distribution and was charged with directing all aspects of design and procurement for T&D and managing a large group of designers working with early versions of AutoCad software. This position provided me the means for the three groups to work collaboratively on all mutual projects resulting in more effectively reaching budget targets within established time lines. My organization successfully designed and collaborated with Con Ed. to engineer and install the Y49 Sprainbrook to East Garden City 345 KV line and substation enhancements at the LILCO end. Budget management for these organizations averaged more than \$25 million per year.

Later, in 1991, I was appointed Manager of Plant Electrical Engineering, System Control and Protection, and Engineering Design Divisions charged with providing to planning, procurement, and the management of all aspects of electrical design for these areas of responsibility. This included analysis, construction cost estimating, budget and record keeping, failure investigations, working with outside consultants, and providing training where needed. I managed budgets in the order of greater than \$25 million annually.

Between 1993 and 2000 I was selected to a corporate position where I managed teams of personnel seeking ways to improve the way work was completed in an area called "Process Improvement". Under my direction, we were tasked with analysis of work flow, handoffs, communications, and getting things done with minimal encumbrance. Working with several departments, I personally assisted in teaching "thinking out of the box" methodologies which ultimately saved the corporation several million \$. Many of the lessons learned were applied successfully when LILCO and Keyspan joined forces in 1998.

From 2000 to the present, Freeport Electric has contracted me as an Electrical Engineering Consultant. In this position, I have amassed a quantity of accomplishments. Among them are:

Designed and integrated electrical facilities including substation controls, SCADA, and protective relaying at Freeport's Power Plant 2, 50 Mw Gas Turbine, and the incorporation of a 69kv 50 Mw GT at Equus into the Freeport grid.

Redesigned the existing hard fusion connected fiber system to a modern switchable design by adding patch panels at strategic locations and making connections today as easy as "plug and play". The design has taken a "144" duplex fiber system and enhanced it to a "576" future simplex (bidirectional) system. Increased Village network speeds to 10 GIG with enhanced switching and improved reliability by adding closed switch topography and spanning tree connectivity.

Developed and maintained a system load flow and short circuit program (Easy Power) for the 13kv distribution and 69kv transmission systems. This program is used to study additions and rearrangements of the electric system such as adding capacitors to increase voltage and reducing system losses and providing short circuit values for setting protective relays.

I have assisted with upgrades to the SCADA system by providing specifications for procurement of the current ACS system, RTU's, and other devices meeting the necessary criteria and integrating the design with existing equipment.

Designed modifications and prepared engineering drawings for installation of new or modified system equipment in substations such as adding motor starters, microprocessor relays, and ancillary equipment. A recent project added new SEL-751A microprocessor relays to improve fault operation the 4F substation on all distribution feeders. In addition, I provided design support utilizing AutoCad to prepare and modify system drawings.

Designed changes and prepared engineering for installation of new or modified system equipment in Power Plant 2 to replace an obsolete GT-3 Gas Turbine Protective Relaying System with a modern SEL microprocessor relay system.

Designed programming and graphical user interfaces and functionality for the CT-2 Balance of Plant Control System. This includes the development of complete remote control operation capability and improvements to the current GE system for facilitated operation of valves, switches, controllers, breakers, and starting capability of the LM-6000.

Provided engineering for Power Plant and substation additions at PP1 and PP2 including specifying new and modified switchgear, large motors, transformers, cabling, HV motor starters, connectors, and other component parts.

Designed and developed specifications for a new 3 Mw Redundant Generator for Black Start at Power Plant 1 to provide rapid start of GT-3 or CT-2 at PP2, with future capability for powering the proposed FE Microgrid following a major outage of the Village electric network. Work includes interconnection of the new generator unit through the PP1 switchgear that back feeds the 13Kv grid at Sub 4F.

Contributed to the Design and development of the new FE Microgrid to provide ultra-resilient power to a critical portion of the FE downtown area providing rapid power outage restoration during major storms. This includes the specification and procurement of new pad mounted sectionalizing devices that are SCADA controllable and are connected to FE SCADA servers through the fiber optic cable network.

Provided design and specifications for the Channel Crossing cable replacement project for 4 distribution 13.8kv circuits. This project replaced 50+ year old submarine cables that were obsolete and prone to fail in the near future from the

effects of corrosion. Underground feeder to Overhead riser design was also provided for accommodating new 3 phase overhead switches at four cable risers.

Utilized existing commercial software to meet FE needs to analyze day-to-day performance operations. Such programs, for example AccSELerator Analytic Assistant by Schweitzer Labs, integrates with our current microprocessor relays for swift short circuit analysis utilizing synchronized satellite clocks facilitating fault studies, and determining correct relay operation. In addition, employed EasyPower software for load flow and short circuit analysis of the electrical network.

Prepared programming for accessing database information and reports to meet PSC mandates such as required for Stray Voltage Testing, Facilities Inspections, and Reliability indices.

Investigated distribution, substation, and transmission system failures and assisted in the replacement of failed components such as switches, cables, transformers, etc.

Developed protective relay coordination and fuse coordination for 4, 13, 69, and 138kv systems to maximize system reliability and prevent incorrect linear tripping of equipment.

Worked with contracted consultants developing specifications and standards for flood resiliency at Power Plant 2 by installing a water impervious wall around the periphery of the plant.

Developed and engineered control room improvements for operating the FE transmission, substation, distribution, and future Microgrid systems. This would include Operator Control Enhancements, automation of operator functions, and display of vital system parameters such as Voltage, Current, and Megawatts. This functional redesign replaces a 50 year old obsolete control room with a modern large screen video screen wall, improved security monitoring, and state-of-the-art operating capability.

Developing specifications, guidelines, and RFP's for purchasing equipment such as motor control centers, protective relays, programmable controllers, switchgear, and other types of transmission - distribution - substation - plant equipment.

Worked with other FE engineers and consultants to implement 13kv and 4kv system improvements such as the addition of SCADA operated line switches to allow for feeder load manipulation during peak periods, and 4kv to 13kv conversions to decrease system losses. Collaborated with outside consultants for enhancements to the generation system at PP1 and in tandem with consultants assisting FE with the storm resistant Microgrid design for high reliability.

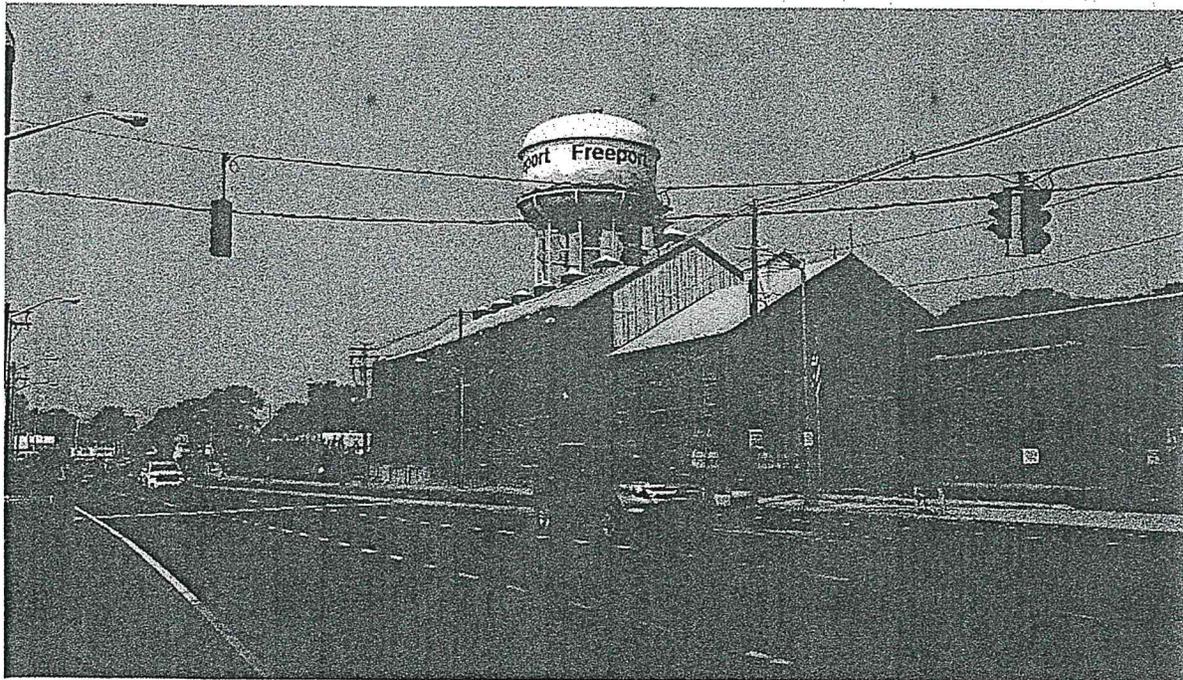
Assisted in distribution system designs to accommodate future feeder exit cable loading capacity at Power Plant 1 and 2 and at 4F substation.

Designed and coordinated FE's Fiber Optic Cable Network to include expansion of facilities, integration of new dark fiber customers, improvements to enhance reliability such as high speed smart switches, and redundant paths. Provided a specification path to fiber network automation of design, operation, and maintenance to replace a paper intensive and cumbersome fiber network documentation system.

Authored the complete specification for the new Outage Management System (OMS) currently utilized by many Village of Freeport organizations to facilitate storm restoration to electric systems.

Led a team of FE personnel in preparation of APPA applications for RP3 designation. This program is based on industry recognized practices in four recognized disciplines... Reliability, Safety, Workforce Development, and System Improvement. In 2018, FE was awarded with a "Diamond" designation that is the highest honor obtainable placing the utility among the best among the Municipal Utilities in the USA.

Provided training and mentoring of FE personnel in many aspects of the complete FE Power System Design.



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PROPOSAL

**FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO  
FREEPORT ELECTRIC**

NAME OF VENDOR David A. Yigdal, PE  
ADDRESS 158 Shady Lane  
MAILING ADDRESS/P.O. BOX Westbury, New York 11590  
TELEPHONE NO. (516) 642-4119  
FAX NO. 516-938-5251  
EMAIL dayigdal@gmail.com

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

TO FURNISH THE SERVICES AS SPECIFIED, THE TOTAL COST PER HOUR TO BE:

One Hundred Dollars and 00 Cents                      \$ 100.00  
(Write Total Amount in Words)

TO FURNISH THE SERVICES AS SPECIFIED FOR 1080 HOURS, THE TOTAL NET SUM TO BE:

One Hundred Eight Thousand and 00 Cents                      \$ 108,000.00  
(Write Total Amount in Words)

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

David A. Yigdal                      Consulting Engineer                      1-18-23  
(Signature of Vendor)                      (Title)                      (Date)

David A Yigdal                      516-642-4119  
(Print or Type Name)                      (Telephone)

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

**PROPOSAL SUBMISSION FORM**

The following information must be provided in its entirety for your proposal to be considered:

Company Name: David A, Yigdal, PE

Address of Principal Place of Business: 158 Shady Lane, Westbury New York 11590

Phone of Principal Place of Business: 516-642-4119

Fax of Principal Place of Business: 516-938-5251

E-mail Address of Representative: dayigdal@gmail.com

Authorized Representative: David A. Yigdal

Signature: *David A. Yigdal*

Printed Name: David A. Yigdal

Title: Consulting Engineer

Date: 1-18-23

Dated 1-18-23

(Name of Organization) David A. Yigdal, PE

By *David A. Yigdal*

(Title of Person Signing) Consulting Engineer

STATE OF NEW YORK: )

SS.:

COUNTY OF NASSAU: )

David A. Yigdal, being duly sworn, deposes and says that he/she is  
the principal

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

18<sup>th</sup> day of January 2023  
Donna M. Barr  
Notary Public

DONNA M. BARR  
NOTARY PUBLIC  
STATE OF NEW YORK  
NO. 02BA/016177  
QUALIFIED IN N.Y.C.  
COMMISSION EXPIRES 12/4/2026

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

**Date:** February 23, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** RFP #23-02-ELEC-647 – Manual Contact/Stray Voltage Testing (Revised)

---

By the due date, February 10, 2023, the Electric Department received two responses to its advertisement for manual contact/stray voltage testing. The lowest cost proposal was submitted by Reconn Holdings, LLC (Reconn) and was both responsive and responsible. The Utility has a current contract with Reconn Holdings, LLC, formerly USIC Locating Services, LLC. Reconn worked with Freeport Electric to complete the manual contact/stray voltage testing from 2015 to 2022. The Utility is completely satisfied with this company's work ethic and deliverables. The Utility currently pays Reconn \$58,691.00. There is an approximate 3.5% price increase for Year 1 of the new contract.

<b>Proposer</b>	<b>Price 1<sup>st</sup> Year</b>	<b>Price 2<sup>nd</sup> Year</b>	<b>Price Ext. Year 1</b>	<b>Price Ext. Year 2</b>
Reconn Holdings, LLC 1500 Ocean Avenue, Suite A Bohemia, New York 11716	<b>\$60,792.45</b>	<b>\$60,792.45</b>	<b>\$63,224.15</b>	<b>\$65,753.11</b>
American Electrical Testing 76 Cain Drive Brentwood, NY 11717	<b>\$326,343.31</b>	<b>\$326,343.31</b>	<b>\$327,754.27</b>	<b>\$331,031.81</b>

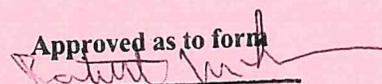
Therefore, it is the recommendation of the Superintendent of Electric Utilities that RFP #23-02-ELEC-647 – Manual Contact/Stray Voltage Testing be awarded to the lowest responsive and responsible proposer meeting specifications, Reconn Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716 for the not to exceed cost of \$60,792.45 per year for a term running from March 1, 2023, through February 28, 2025, with an option to extend the contract for up to two years. This expense will be charged to E7414600 574000 (Stray Voltage). There are sufficient funds available for this expense.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db  
Attachment

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

Approved as to form  
  
**Deputy Village Attorney**

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

**WHEREAS**, on January 23, 2023, the Board authorized the Village Clerk to publish a Request for Proposals for “Manual Contact/Stray Voltage Testing”, RFP #23-02-ELEC-647, annual testing required by the New York State Public Service Commission; and

**WHEREAS**, on February 10, 2023, the Village of Freeport received two responses to the Request for Proposals; and,

**WHEREAS**, the lowest responsible and responsive proposal was submitted by Reconn Holdings, LLC, (formerly USIC Locating Services, LLC), 1500 Ocean Avenue, Suite A, Bohemia, New York 11716 for a cost of \$60,792.45 annually for the first two-year contract term and the option for two one-year extensions (with minor increases in price) if mutually acceptable; and

**WHEREAS**, this cost represents an increase of approximately 3.5% from the previous year’s price of \$58,691.00; and

**WHEREAS**, the expense would be charged to E7414600 574000 (Stray Voltage) and there are sufficient funds for this expense; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be authorized to sign any documentation necessary to award the contract for “Manual Contact/Stray Voltage Testing”, RFP #23-02-ELEC-647 to Reconn Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716 f for a cost of \$60,792.45 annually for the first two-year contract running from March 1, 2023 through February 28, 2025, with an option for an additional two one-year extensions.

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

2/23/2023

February 10, 2023

Ms. Kim Weltner, Purchasing Agent  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

**Re: RFP #23-02-ELEC-647 - RFP FOR MANUAL CONTACT/STRAY VOLTAGE TESTING**

Ms. Weltner,

Reconn Holdings, LLC is pleased to present our proposal for Manual Contact/Stray Voltage Testing Contract. We are excited for the opportunity to undertake this venture with you and your team.

In making your decision, we request that you consider the following success factors when partnering with Reconn Holdings, LLC:

- "Safety first" is one of Reconn's most important fundamentals, with a focus on new and better ways to be both safe and productive; and
- Reconn is your emerging partner in infrastructure solutions. Our experienced teams utilize the most advanced technology to ensure superior quality and reliability.
- Reconn is able to create great customer partnerships by promoting a culture centered around safety, quality, efficiency and reliability, while providing our customers with superior solutions for their utility needs.

Sincerely,

Steve Ohliger  
Business Development Manager  
Reconn Holdings, LLC  
[StevenOhliger@usidllc.com](mailto:StevenOhliger@usidllc.com)

# VILLAGE OF FREEPORT

Nassau County, New York



## RFP #23-02-ELEC-647 RFP FOR MANUAL CONTACT/STRAY VOLTAGE TESTING

### MAYOR

Robert T. Kennedy

### TRUSTEES

Jorge A. Martinez  
Evette B. Sanchez

Christopher L. Squeri  
Ronald J. Ellerbe

Pamela Walsh-Boening, Village Clerk  
Howard Colton, Village Attorney  
Ismaela Hernandez, Treasurer  
Kim Weltner, Purchasing Agent



Al Livingston Jr., Superintendent

## **REQUEST FOR PROPOSALS**

### **MANUAL CONTACT/STRAY VOLTAGE TESTING 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 "Manual Contact/Stray Voltage Testing" until 4:00 P.M. on Friday, February 10, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village's Website at [www.freeportny.gov](http://www.freeportny.gov). Copies of the Request for Proposals will be available from 9:00 A.M. on Friday, January 27, 2023, until 4:00 P.M. on Friday, February 10, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 26, 2023

# MANUAL CONTACT/STRAY VOLTAGE TESTING

## SECTION 1. GENERAL

### 1. General Expectations

All proposals shall be legibly typed and comply in all regards with the requirements of this RFP.

All proposals must be signed in ink in the blank spaces provided herein. If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If a corporation makes the proposal, an authorized official must sign it in the name of said corporation.

Sealed proposals must be submitted, bearing on the outside the name and address of the proposing party, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the proposal must be enclosed in a sealed package addressed to:

**Ms. Kim Weltner, Purchasing Agent  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520**

The Village of Freeport reserves the right to solicit additional information or proposal clarification from vendors, or any one vendor, should the Village of Freeport deem such information necessary.

The Village of Freeport reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposal submission process, and to negotiate further with any proposing parties. Any disputes, or interpretations, will be resolved by the Village of Freeport and will be final.

Any material supplied by a Proposing Party that may be considered confidential, to the extent it is allowed under law, must be so marked with statutory exemption asserted.

Acceptance of the proposal shall be deemed to have been granted only upon the signing of a professional services agreement by both the proposing party and the Mayor of the Incorporated Village of Freeport.

The Village of Freeport accepts no responsibility for expenses incurred in the proposal preparation and presentation. Such expense is to be borne exclusively by the proposing party.

## **2. Schedule**

Proposals must be submitted by 4:00 P.M. on **Friday, February 10, 2023**. All submitted proposals must arrive at the office of the Purchasing Department, Inc. Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, on or before 4:00 P.M. on this date. Proposals must arrive in a sealed and clearly labeled enclosure.

## **3. Official Contact**

Proposals are due no later than **4:00 P.M. on Friday, February 10, 2023**. Each proposal should be sealed and addressed to:

**Kim Weltner  
Inc. Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520  
[kweltner@freeportny.gov](mailto:kweltner@freeportny.gov)**

Any questions should be directed to:

**Al Livingston Jr. – Superintendent of Electric Utilities  
Freeport Electric  
220 Sunrise Hwy  
Freeport, NY 11520  
516-377-2220  
[procurement@freeportny.gov](mailto:procurement@freeportny.gov)**

## **SECTION 2. SCOPE OF SERVICES**

### **1.0 Introduction**

The Village of Freeport's Electric Department (*Freeport Electric/FE*) is issuing this Request for Proposal (RFP) to solicit vendors to submit pricing to perform Manual Contact/Stray Voltage Testing in the Village of Freeport.

### **1.1 Background**

Contact/Stray Voltage Testing is mandated by the State of New York Public Service Commission, and it is *Freeport Electric's* responsibility to test all *Freeport Electric* and 3<sup>rd</sup> Party electric facilities exposed to the general public in order to ensure their safety.

This specification describes the Manual Contact/Stray Voltage Testing to be performed by the selected contractor. Requirements include a review of personnel qualifications, adherence to

testing programs and procedures, listings of testing equipment to be utilized, operation of the required testing devices, formalized test procedures for voltage detection and measurement, testing of structures, and data collection. Any exceptions or deficiencies detected while performing Manual Contact/Stray Voltage Testing shall be reported immediately to *Freeport Electric*.

## **1.2 Objective**

Upon a thorough review of all proposals by interested parties, the Village of Freeport will select a contractor to perform such services as described above.

The term of the contract shall be for two (2) years with an option to extend the contract for up to two additional years upon the mutual agreement of the Parties. Proposers will submit unit pricing for Contact/Stray Voltage Testing in accordance with the attached Pricing Spreadsheet (Page 14) and Forms A and B (Pages 16 and 17). Responding parties are to include any or all costs necessary to perform and administer this testing effort, and include these in their submittal of unit rates. Responding parties must complete all unit pricing sheets.

The Village of Freeport will review all submitted responses and select, at its determination, the successful vendor to be awarded a contract. The basis of a contract award will be on a scoring matrix applied to a quantitative review of unit rates submitted for the testing effort and the content of other supporting deliverables described in further detail in the RFP Response Documents. It is the intent of the Village of Freeport to award a two (2) year contract with the option to extend annually for up to two (2) years upon Board Approval covering the Contact/Stray Voltage Testing effort. The Village of Freeport, at its sole discretion, reserves the right to reject any or all responses deemed incomplete or unacceptable.

## **2.0 Proposal Requirements**

As part of the RFP Response, all proposers must submit a Project Management Plan. This Plan should list prior successful work experience on similar projects, as well as a detailed organizational structure to support the testing efforts including, but not limited to personnel, title, experience, a written description of the function each person will be performing, and their project organizational structure (organizational chart). The Plan shall include a project schedule indicating all activities associated with implementing the testing program including any/all milestone dates.

Proposers shall also submit a general description of the back office support effort to be employed and how they will distribute applicable testing assignments to field personnel, receive testing results back, and what back office routines will be utilized to ensure submitted field data will be acceptable to *Freeport Electric's* requirements.

## **3.0 Personnel Qualifications**

The Contractor is required to maintain a workforce with the appropriate electric utility knowledge and skills necessary to perform Manual Contact/Stray Voltage Testing. As part of

the RFP Response, Proposers must submit their plan as to how they will assemble such a workforce and ensure personnel possess the necessary skills. This plan shall include a list of the minimum necessary skills, including experience levels and also include any internal or external training and certification programs Contractor will conduct or require technicians to attend. Contractor must have a minimum of 5 years experience performing Contact/Stray Voltage Testing.

#### **4.0 Contact/Stray Voltage Testing**

##### **4.1 Description of the Testing Program**

*Freeport Electric* is required by NYPSC regulatory order to test 100% of its electric system annually. The Total Quantity counts shown on the Contact/Stray Voltage Unit Pricing Spreadsheet (See Page 14) are estimated to approximate the number of tests required annually for each structure type.

- The Contact/Stray Voltage Testing Program includes a variety of the Village of Freeport and 3<sup>rd</sup> Party owned assets to be tested including:
  - **Street Light Facilities:**
    - Metallic Poles (Must be energized)
    - Utility Street Light Handhole Covers (Must be energized)
  - **Traffic Signal Poles – Wood & Metallic (Must be energized)**
    - Ground wires
    - Riser pipes
    - Guy wires/anchors
    - Traffic signal handhole covers
    - Traffic signal pedestals
    - Traffic signal cabinets
  - **Underground Facilities:**
    - Padmount switchgear cabinets
    - Padmount transformer cabinets
    - Electric utility manhole covers
    - Submersible transformer covers
    - Electric utility handhole covers
    - Network vaults and grates
  - **Overhead Distribution Facilities:**
    - Ground wires
    - Riser pipes
    - Guy wires/anchors
    - Switch control boxes
    - Overhead switch handles

▪ **Transmission Facilities:**

- Ground wires
- Riser pipes
- Guy wires/anchors
- Switch control boxes
- Switch handles

▪ **Substation Facilities:**

- Fences
- Cages
- Gates
- Entrance Doors
- Any other exposed metallic fixture

- If the access cover is missing when testing streetlight poles, the Contractor shall furnish and install an Angel-Guard type cover. A unit cost for this work shall be included on the attached Contact/Stray Voltage Testing Pricing Sheets for billing for this service.
- The Contractor must test all assets within the one year scheduled time period as set by the NYPSC.
- Contact/Stray Voltage testing for all asset types shall occur during the daylight hours with the exception of street lights that shall be tested at night when energized.
- The Contractor shall perform Contact/Stray Voltage Tests in accordance with the *Freeport Electric Contact/Stray Voltage Testing Procedure* as outlined in section 4.3.

#### **4.2 Required Testing Equipment**

- A hand held device (proximity detection unit) that is capable of detecting voltages up to 600 volts.
- A portable AC digital high impedance volt meter must have the ability to take readings with and without an input load impedance of 500 ohms.
- All handheld devices utilized must be certified by an independent test laboratory for accuracy and reliability to detect voltages up to 600 volts. The following units have been previously certified:
  - HD Electric Model LV-5 w/integrated tester
  - Fluke 175
  - Fluke 177
  - Fluke 179

### 4.3 Contact/Stray Voltage Test Procedure

#### a) Requirements:

1. Contact/Stray Voltage Tests shall be performed by qualified test personnel on all above ground and underground Electric Utility and 3<sup>rd</sup> Party facilities that are capable of conducting electricity and are exposed to contact by the general public.
2. Test personnel shall wear all appropriate Personal Protective Equipment (PPE) (e.g. vests, gloves, safety glasses, steel-toed boots, etc.) in accordance with OSHA and all other respective utility safety procedures and practices.
3. The operation of all Voltage Detectors and Multimeters shall be verified daily. Verification shall be performed before beginning daily testing and routinely during the testing period to ensure it is functioning properly.
4. Test equipment batteries shall be changed periodically to assure proper operation of the detectors and detector testers. The replacement frequency should be based on operating experience.

#### b) LV-5 Voltage Detection Procedure

##### 1. LV-5 Setup:

- i. The HD Electric LV-5 Low Voltage Detector Tester shall be used in accordance with the manufacturer's instruction manual to verify proper operation.
- ii. The LV-5 detector is always on. It does not have an on/off switch. The LV-5 is activated by the presence of voltage exceeding 4.5 VAC.
- iii. The presence of a voltage is indicated by the illuminated red light in the end of the detector.

##### 2. LV-5 Operation:

- i. The LV-5 shall be held and used per instruction manual to assure proper application.
- ii. Holding the LV-5 as instructed, move the Voltage Detector towards the facility to be tested until Contact/Stray is made.
- iii. Individually test all conductive devices on each structure.
- iv. If the detector light is activated on Contact/Stray by any one (1) device on a structure, proceed to the Voltage Measurement Procedure.

- v. If the detector light is not activated on Contact/Stray with any device on a structure, proceed to next structure requiring testing.

**c) Voltage Measurement Procedure**

1. All voltage measurements shall be conducted between metallic surfaces that are clean and bare.
2. A reference ground shall be established for the test using the 18" copper rod provided or other suitable ground (e.g. portable ground, system neutral, grounded metallic case, etc.) If test leads are insufficient to span the distance between the reference ground and the structure or device to be tested, use the cable reel provided for added length.
3. The voltage measurement shall be made between the structure facility on which the voltage was detected and the reference ground.
4. Multimeter (VOM) Setup:
  - i. Plug test leads into Multimeter.
  - ii. Turn VOM on.
  - iii. Select auto range or the highest voltage range.
5. Multimeter Tests **without** 500 Ohm Resistor Installed:
  - i. Connect test leads; BLACK to reference ground, RED to structure or device.
  - ii. Measure and record voltage.
  - iii. If the measured voltage is **LESS THAN 30 VAC**, proceed to Step 6.
  - iv. If the measured voltage **EXCEEDS 30 VAC** do not proceed to Step 6. **Any confirmed voltage reading on an electric facility greater than or equal to 30 volts measured using a volt meter without a 500 ohm shunt resistor must be mitigated. If an equipment Contact/Stray voltage condition is found and verified by the Voltage Measurement test procedure, the site is to be guarded until made safe by Freeport Electric personnel.**
  - v. Should a Contact/Stray voltage situation be identified on a utility owned electric facility, the tester shall be responsible for making additional tests

on all conductive structures regardless of ownership within a 30 ft. radius of the initial discovery.

6. Multimeter Tests **with** 500 Ohm Resistor Installed:

- i. Insert resistor box into VOM.
- ii. Insert test leads into resistor box placed into the VOM.
- iii. Connect test leads; BLACK to reference ground, RED to structure or device. Note: If test leads are insufficient to span the distance between the reference ground and the structure or device to be tested, use the Cable Reel provided for added length.
- iv. Measure and record voltage.

7. Response To Measured Voltage With 500 Ohm Resistor Installed:

- i. **Measured Voltage > 1 VAC – Any confirmed voltage reading on an electric facility greater than or equal to 1 volt measured using a volt meter and a 500 ohm shunt resistor must be mitigated. If an equipment Contact/Stray voltage condition is found and verified by the test procedure, the site is to be guarded until made safe by Freeport Electric personnel.**
- ii. Should a stray voltage situation be identified on a utility owned electric facility, the tester shall be responsible for making additional tests on all conductive structures regardless of ownership within a 30 ft. radius of the initial discovery.
- iii. **Measured Voltage < 1 VAC – No Response Required.**

#### 4.4 Data

- *Freeport Electric* will provide the following Geo-databases to the Contractor prior to the start of each year:
  1. Geo-database of all Street Lights, Traffic Signals, Public Accessible Metallic Structures, Manholes, and Handholes to be tested in that year.
  2. Geo-database of all OH, Transmission, and Substation structures to be tested in that year.
- Testing data from the Contractor is to be submitted to *Freeport Electric* in batches on a weekly basis using the proper naming convention. Batches shall be submitted by structure type, examples are:
  1. Transmission and Substation

2. Street Lights, Traffic Signals, Vaults (Vault Grates), Handholes, Manholes, other

- GPS data must have at minimum sub-meter accuracy and a GPS positional distance of less than 15 feet from either the testable structure, or the original coordinates provided by *Freeport Electric*.
- It is the responsibility of the Contractor to propose a mutually agreeable compatible format to electronically deliver all Critical and Non-Critical findings to *Freeport Electric*.
- Every batch submittal should be accompanied by a “Not Found Log” file if applicable. This file will contain the location and resolution of facilities or structures not found.
- *Freeport Electric* will review all data (batches) received and reserves the right to reject any or all data batches deemed unacceptable. *Freeport Electric* will forward rejected batches back to the Contractor for resolution. All costs for rework and re-submission of rejected batches will be absorbed by the Contractor. This rework generally consists of structures deemed to be missed by field testers, moot inaccessible structures, and/or new structures not tested. When testing Street Lights, Traffic Signals, Manholes, or Hand holes, *Freeport Electric* expects field testers to be alert to new structures and to test and record the relevant data, even though they (structures) are not in the data provided by *Freeport Electric*.
- *Freeport Electric* reserves the right to reject batches for the following (but not limited to) reasons:
  1. Incorrect text-file formatting.
  2. Unacceptable levels of digitizing, >3% is unacceptable
  3. Duplicate Structures (data is to be scrubbed and clean prior to submittals)
  4. GPS positional distances of greater than 15 feet from either the testable structure, or the original coordinates provided by *Freeport Electric* exceeding 20% of a batch.

### **SECTION 3. SELECTION**

The review and selection of valid and on-time proposals will be undertaken by the Village of Freeport. The Village of Freeport reserves the right to reject any proposal received.

Proposals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Evaluation Criteria.

During or after the review of responses, the Village may submit written questions and requests for clarification, and may conduct interviews.

## **SECTION 4. NON-COLLUSIVE PROPOSAL CERTIFICATION**

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

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

## **SECTION 5. WAIVER OF IMMUNITY**

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

## **SECTION 6. WITHDRAWAL**

A proposal already received may be withdrawn from consideration by the Village of Freeport only if the proposing party furnishes a written notice that the proposal is withdrawn prior to the time stated for the opening of the proposal.

## **SECTION 7. CERTIFICATION**

The undersigned hereby certifies that he/she understands the specifications, has read the RFP document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor also agrees that acceptance of any or all proposal items by the Incorporated Village of Freeport, within the time frame indicated in this proposal constitutes a contract.

The undersigned hereby certifies that he/she has not participated in nor been party to any collusion, price fixing or any other unethical agreements with any company, firm or person concerning the pricing submitted on this proposal.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit an offer on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

The individual signing this proposal further certifies that no officer or employee of the Village of Freeport is personally interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the Village of Freeport, its officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms.

## CONTACT/STRAY VOLTAGE UNIT PRICING SPREADSHEET

Structure Type	Total Quantity	Unit Cost \$	Total \$
Manholes	427	\$7.89	\$3,369.03
Others	7	\$7.89	\$55.23
Poles	4922	\$7.89	\$38,834.58
Pull Boxes	157	\$7.89	\$1,238.73
Pad Mount Transformers	138	\$7.89	\$1,088.82
Power Pedestals	6	\$7.89	\$47.34
Service Boxes	282	\$7.89	\$2,224.98
Street Lights	808	\$7.89	\$6,375.12
Substations	10	\$7.89	\$78.90
Transmission Manholes	8	\$7.89	\$63.12
Transformer Pads	38	\$7.89	\$299.82
Transformer Rooms	74	\$7.89	\$583.86
Vaults	24	\$7.89	\$189.36
Meter Pans	6	\$7.89	\$47.34
Parks & Traffic Facilities	798	\$7.89	\$6,296.22
<b>Totals</b>	<b>7600</b>	-----	<b>\$60,792.45</b>

*Total Quantity Numbers is an estimate. Final numbers to be determined\**

**1. Contractors shall provide a “PROPOSAL / QUOTATION” form with the submission of their RFP. See the attached Form A that must be filled in entirely by each vendor. Prices are required for each \$ \_\_\_\_\_ blank area.**

**2. Contractors shall provide a “CONFORMANCE TO RFP” form with the submission of their RFP. See the attached Form B that must be filled in entirely by each vendor.**

**2.1 Meet RFP? Requires a “YES” or “NO” response.**

**2.2 Exceptions to RFP in the Section addressed must be listed for EACH individual item.**

**2.3 For each Exception, provide an individual Alternative and the reason for proposing the Alternative. Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If proposer does not take exception to specific items in this specification in writing, FE will assume proposer is providing full and 100% compliance to this specification.**

**PROPOSAL SUBMISSION FORM**

The following information must be provided in its entirety for your proposal to be considered:

Company Name: Reconn Holdings, LLC

Address of Principal Place of Business: 1500 Ocean Ave, Suite A, Bohemia, New York 11716

Phone of Principal Place of Business: 631-487-9452

Fax of Principal Place of Business: N/A

E-mail Address of Representative: VincentMarchese@ReconnUS.com

Authorized Representative: Vincent Marchese III

Signature: *Vincent Marchese III*

Date: February 07, 2023

Printed Name: Vincent Marchese III

Title: Vice President

Dated at this day of February

(Name of Organization) Reconn Holdings, LLC

By *Vincent Marchese III*

(Title of Person Signing) Vice President

STATE OF NEW YORK:)

ss:

COUNTY OF ~~NASSAU~~: )Suffolk

Vincent Marchese III, being duly sworn, deposes and says that he/she is  
Vice President of Reconn Holdings, LLC

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 7 day

of February 2023

*Susan Duggan*  
Notary Public

SUSAN DUGGAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01DU6126380  
SUFFOLK COUNTY  
Commission Expires May 2, 2025

## FORM A – PROPOSAL/QUOTATION

TO: Village of Freeport – Freeport Electric

All prices given here are firm for ninety (90) days. All exceptions to the RFP are contained in the Table of Conformance - FORM B shown below. The BASE BID price is offered with the understanding that it completely meets or exceeds the contents of the RFP, including proposed alternatives provided herein.

<u>LINE</u>	<u>ITEM</u>	<u>PRICE</u>
1.	TOTAL BASE BID – TWO YEAR CONTRACT (line 2.4)	\$ <u>60,792.45</u>
2.	BREAKDOWN OF BASE BID	
2.1	Testing Hardware to be furnished	\$ <u>6,079.25</u>
2.2	Testing Software to be furnished	\$ <u>3,039.62</u>
2.3	Labor for complete testing program (enter from line 4.10)	\$ <u>51,673.58</u>
2.4	TOTAL BASE BID (sum of lines 2.1, 2.2, & 2.3 enter here and on line 1).	\$ <u>60,792.45</u>
3.	OPTIONAL 1 <sup>ST</sup> YEAR CONTRACT EXT.	\$ <u>63,224.15</u>
4.	OPTIONAL 2 <sup>ND</sup> YEAR CONTRACT EXT.	\$ <u>65,753.11</u>

COMPANY Reconn Holdings, LLC

AUTHORIZED SIGNATURE *Vincent Marchese III*

TYPED NAME Vincent Marchese III

TITLE Vice President

DATE SIGNED February 07, 2023

## FORM B – CONFORMANCE TO RFP

<u>SEC. 2</u>	<u>ITEM</u>	<u>MEET RFP?</u>	<u>EXCEPTION(S) TO RFP</u>	<u>ALTERNATIVE(S)</u>
1.2	OBJECTIVE	YES		
2.0	PROPOSAL REQUIREMENTS	YES		
3.0	PERSONNEL QUALIFICATIONS	YES		
4.1	DESCRIPTION OF THE TESTING PROGRAM	YES		
4.2	REQUIRED TESTING EQUIPMENT	YES		
4.3	CONTACT/STRAY VOLTAGE TEST PROCEDURE	YES		
4.4	DATA	YES		

Use additional pages as needed.

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

**Date:** February 17, 2023

**To:** Mayor Robert T. Kennedy

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

**Re:** Natural Gas Supply Services – Extension of Transaction Period

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On May 16, 2011, the Board of Trustees approved a resolution to enter into a Base Contract for the Sale and Purchase of Natural Gas with Sequent Energy Management, L.P. (Sequent), 1200 Smith Street, Suite 900, Houston, Texas 77002. The base contract between Sequent and the Village included a delivery period through and including May 31, 2016. On May 23, 2016, the Board approved extending the contract through February 28, 2018. The Village issued a notice to bidders for Natural Gas Supply Services in 2018. On February 26, 2018, the Village awarded the natural gas supply contract to Sequent for a period of three years beginning March 1, 2018, with an option to extend the contract in incremental one-year terms. On February 8, 2021, the Board approved the contract extension from March 1, 2021 to February 28, 2022 and on January 10, 2022, the Board approved extending the contract until February 28, 2023.

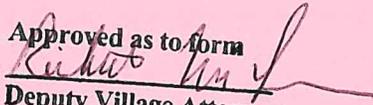
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the Seventh Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 that extends the contract period from March 1, 2023 through February 29, 2024. There are sufficient funds available to cover this expense in the account E 7161006 510000 (Fuel Gas LM6000).

  
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

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

**WHEREAS**, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021

**WHEREAS**, on February 8, 2021, the Board of Trustees extended the contract for a term from March 1, 2021 to February 28, 2022 (the Fifth Amendment to the contract since 2011); and on January 10, 2022, the Board of Trustees extended the contract for a term from March 1, 2022 to February 28, 2023 (the Sixth Amendment); and

**WHEREAS**, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and

**WHEREAS**, the parties have agreed to extend the Delivery Period for an additional one year term ending February 29, 2024 (the Seventh Amendment to Base Contract for the Sale and Purchase of Natural Gas); and

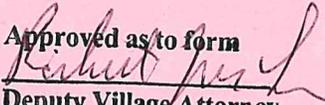
**WHEREAS**, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000) and there are sufficient funds to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the Seventh Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy. L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a term running from March 1, 2023 to 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 DIRECTIVES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

**DIRECTIVE**

TO: Anthony Fiore, Superintendent of Electric Utilities May 17, 2011  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees Meeting of May 16, 2011:

Motion was made by Trustee White, seconded by Trustee Kennedy, and unanimously carried to adopt the following resolution:

**WHEREAS**, on March 31, 2011, the Incorporated Village of Freeport, Inc (“Village”) issued a Notice of Request for Natural Gas Supply for Power Plant (“Solicitation”); and

**WHEREAS**, one bidder, Sequent Energy Management, submitted a timely proposal in response to the Solicitation; and

**WHEREAS**, the Village, Electric Department, Village Attorney Howard Colton, and Electric Department special independent counsel Duncan, Weinberg, Genzer & Pembroke, P.C., have reviewed Sequent’s bid, and investigated the bidder’s responsiveness and responsibility in accordance with the General Municipal Law; and

**WHEREAS**, our review of Sequent’s proposal and investigation of Sequent’s responsibility indicates that Sequent has the technical proficiency, qualifications, and financial resources to accomplish the requirements described in the Solicitation.

**NOW, THEREFORE BE IT RESOLVED**, the Village authorizes issuance of a notice of award to Sequent Energy Marketing, subject to the sole discretion of the Village to reject any modified contract term and/or condition; and

**BE IT FURTHER RESOLVED**, the Mayor of the Village is authorized to execute the contract upon satisfactory completion of negotiations; and

**BE IT FURTHER RESOLVED**, the Village Electric Department is authorized to enter into transactions under the contract, as necessary to meet the Electric Department’s natural gas supply requirements after execution of the contract.

The Clerk polled the Board as follows:

Trustee White	In Favor
Trustee Martinez	In Favor
Trustee Pineyro	In Favor
Trustee Kennedy	In Favor
Mayor Hardwick	In Favor

---

Copy to:

Assessor

File

Purchasing

S/C

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

DIRECTIVE

TO: Anthony Fiore, Superintendent of Electric Utilities February 15, 2013  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees Meeting of February 11, 2013:

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

WHEREAS, on May 16, 2011, the Board of Trustees approved a resolution to award the bid for Natural Gas Supply Services for Power Plant – Bid #11-04-ELEC-169 to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002; and,

WHEREAS, the base contract between Sequent and the Village included a delivery period through and including May 31, 2013; and,

WHEREAS, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction for a period of one year; and,

WHEREAS, the parties have agreed to extend the Delivery Period through May 31, 2014; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the stipulated agreement with Sequent Energy, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 extending the natural gas services contract delivery period from June 1, 2013 to May 31, 2014.

The Clerk polled the Board as follows:

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

Copy to:

<u>X</u> Assessor	<u>X</u> File	<u>X</u> Purchasing
<u>X</u> Attorney	<u>X</u> Fire Dept.	<u>X</u> Registrar
<u>X</u> Bldg. Dept.	<u>X</u> Electric Utili.	<u>X</u> Treasurer
<u>X</u> Claims Examiner	<u>X</u> Police Dept.	<u>X</u> Deputy Village Clerk
<u>X</u> Comm. Dev.	Publicity	<u>X</u> Comptroller
<u>X</u> Court	<u>X</u> Personnel	Board & Comm.
<u>X</u> Public Works	Tourism	<u>X</u> Deputy Treasurer
<u>X</u> Rec. Center	<u>X</u> Auditor	

SK

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

DIRECTIVE

TO: Anthony Fiore, Superintendent of Electric Utilities April 10, 2014  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees' Meeting of April 7, 2014:

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

WHEREAS, on March 31, 2011, the Village issued a Notice of Request for Natural Gas Supply for Power Plant; and

WHEREAS, since that time the Village has utilized Sequent Energy Management L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for the provision of natural gas; and

WHEREAS, the cost of this service will be charged to E7161006 510000 (Engine Fuel - Gas); and

WHEREAS, the Superintendent of Electric Utilities recommends that the Village enter into an two (2) year professional services contract with an optional extension year with Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 starting June 1, 2014; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate this agreement.

The Clerk polled the Board as follows:

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

Copy to:

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

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 24, 2016  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 23, 2016:

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

WHEREAS, on April 7, 2014, the Board of Trustees approved an agreement for the Sale and Purchase of Natural Gas with Sequent Energy Management L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002; and

WHEREAS, the base contract included a delivery period through and including May 31, 2016, with an agreement to extend the contract for one year;

WHEREAS, in order have all contracts run concurrently with the Village's fiscal calendar, ending the last day of each February, the Superintendent of Electric is requesting that the contract be extended to February 28, 2018, a request that Sequent has agreed to;

WHEREAS, the cost of this service will be charged to E7161006 510000 (Engine Fuel – Gas): and

WHEREAS, the Superintendent of Electric Utilities recommends that the Village enter into an extension of the professional services contract with Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 ending February 28, 2018; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate this agreement.

The Clerk polled the Board as follows:

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

Copy to:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Electric Utili.	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 27, 2018  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 26, 2018:

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

WHEREAS, the Village went to bid for contracts to supply natural gas to all Village buildings with the exception of the Electric Utility; and

WHEREAS, fifteen (15) bids were picked up and one (1) proposal was received at the time of the bid opening on February 13, 2018; and

WHEREAS, the vendor, Sequent Energy Management, 1200 Smith Street, Suite 900, Houston, Texas, 77002, submitted a proposal which carried exceptions that were acceptable to the Village;

WHEREAS, all energy usage will be charged to the ordering department's "Fuel Oil" budget line E7161006 510000 (Fuel Gas LM6000) as needed;

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to award the contract for the Municipal Natural Gas supply to Sequent Energy Management, 1200 Smith Street, Suite 900, Houston, Texas, 77002 for a period three year period beginning March 1, 2018, with a mutually agreeable option to extend the contract in incremental one (1) year terms.

The Clerk polled the Board as follows:

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

---

Copy to:

X Auditor	X Court	X Purchasing
X Assessor	X Electric Utili.	X Registrar
X Attorney	X Fire Dept.	X Rec. Center
X Bldg. Dept.	X File	X Treasurer
Board & Comm.	X Personnel	X Deputy Treasurer
X Claims Examiner	X Police Dept.	X Deputy Village Clerk
Comm. Dev.	X Publicity	

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**DIRECTIVE**

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

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

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

**WHEREAS**, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021; and,

**WHEREAS**, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and,

**WHEREAS**, the parties have agreed to extend the Delivery Period for an additional one year term ending February 28, 2022; and

**WHEREAS**, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000) and there are sufficient funds to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the extension of the contract for Natural Gas Supply Services with Sequent Energy. L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a term running from March 1, 2021 to February 28, 2022.

The Clerk polled the Board as follows:

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

cc:

---

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 &amp; Comm.</u>	X <u>Police Dept.</u>	X <u>Dep. V. Clerk</u>

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**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 Trustee Martinez that the following resolution be adopted:

**WHEREAS**, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021

**WHEREAS**, on February 8, 2021, the Board of Trustees extended the contract for a term from March 1, 2021 to February 28, 2022 (the Fifth Amendment to the contract since 2011); and

**WHEREAS**, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and

**WHEREAS**, the parties have agreed to extend the Delivery Period for an additional one year term ending February 28, 2023 (the Sixth Amendment to Base Contract for the Sale and Purchase of Natural Gas); and

**WHEREAS**, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000) and there are sufficient funds to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the Sixth Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy. L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a term running from March 1, 2022 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:

---

<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**  
**INTER-DEPARTMENT CORRESPONDENCE**

**Date:** February 17, 2023

**To:** Mayor Robert T. Kennedy

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

**Re:** Bid Recommendation - #23-02-ELEC-649  
Uniformed Guard Services for Power Plant

---

At the bid opening on February 14, 2023, the Electric Department received one bid in response to its request for bids for Uniformed Guard Services for Power Plant. This bid contained exceptions that were unacceptable to the Utility. We will re-bid this specification at a later date.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board reject the one bid proposal received in response to the advertisement for Uniformed Guard Services for Power Plant.

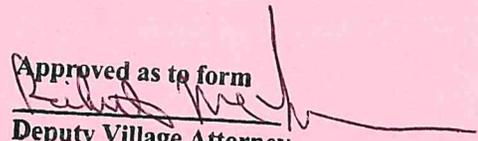


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

**Cc:** Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent  
Pamela Walsh Boeing, 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 23, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the “Uniformed Guard Services for Power Plant”, Bid #23-02-ELEC-649; and

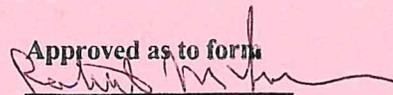
**WHEREAS**, at the bid opening on February 14, 2023, the Electric Department received one (1) bid in response to the above-referenced notice; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to reject the bid due to exceptions unacceptable to the utility, and re-bid this specification at a later date; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the bid received on February 14, 2023 for the “Uniformed Guard Services for Power Plant”, Bid #23-02-ELEC-649, 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, Superintendent of Electric Utilities January 26, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 23, 2023:

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

**WHEREAS**, the Freeport Electric Department has a need for uniformed guard services for the Village of Freeport’s Power Plant 1; and

**WHEREAS**, the term of the contract shall be for approximately three years with the Village’s option to renew for two (2) one-year terms; and

**WHEREAS**, said procurement of said uniformed guard services requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village’s Procurement Policy; and

**WHEREAS**, the services will be funded through Homeland Security account E7191001 511100 (Security Contract – PP1); 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 publish a Notice to Bidders for the “Uniformed Guard Services for Power Plant”, Bid #23-02-ELEC-649 in the Freeport Herald and other relevant publications on January 26, 2023, with specifications available from January 27, 2023 to February 10, 2023, with a return date of February 14, 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:

<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>Board &amp; Comm.</u>	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk

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

**Date:** February 17, 2023

**To:** Mayor Robert T. Kennedy

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

**Re:** Request to Advertise  
Bid #23-03-ELEC-654  
75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1

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Attached please find specifications for 75,000 gallons, more or less, Ultra Low Sulfur Diesel (ULSD). This oil will be used for the generating units at Power Plant 1. The specifications cover a two-year term with the right to extend the contract up to one additional year. The termination of the contract may be further extended up to two months beyond the termination date.

I request authorization to advertise a Notice to Bidders on March 2, 2023, in the Freeport Herald and other relevant publications. Specifications would be available from March 6, 2023, to March 24, 2023. The bids would have a returnable date of March 28, 2023. Attached is a copy of the Notice to Bidders for your review. The cost of the oil will be charged to Account #E7141001 510000 (Oil). There are sufficient funds available for this expense.



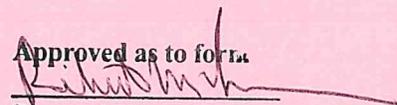
Al Livingston Jr.  
Superintendent of Electric Utilities

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 \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_ that the following motion be adopted.

**WHEREAS**, the Electric Department is requesting Board authorization to advertise a Notice to Bidders, 75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1, #23-03-ELEC-654; and

**WHEREAS**, the specifications cover a two-year term with the right to extend the contract up to one additional year; and

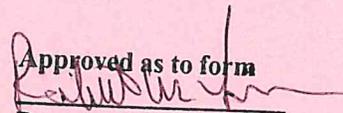
**WHEREAS**, the termination of the contract may be further extended up to two months beyond the termination date; and

**WHEREAS**, the cost of the oil will be charged to Account #E7141001 510000 (Oil) 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, “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, Bid #23-03-ELEC-654, in the Freeport Herald and other relevant publications on March 2, 2023, with specifications available from March 6, 2023, to March 24, 2023, with a return date of March 28, 2023.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## **NOTICE TO BIDDERS**

**75,000 GALLONS, MORE OR LESS,  
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1  
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 “75,000 GALLONS, MORE OR LESS, ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1” until 11:00 A.M. on Tuesday, March 28, 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 Monday, March 6, 2023, until 4:00 P.M. on Friday, March 24, 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 – March 2, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



**CONTRACT AND SPECIFICATIONS  
FOR  
75,000 GALLONS, MORE OR LESS,  
ULTRA LOW SULFUR DIESEL – POWER PLANT 1**

**BID #23-03-ELEC-654**

**MAYOR  
ROBERT T. KENNEDY**

**TRUSTEES**

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

**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**

**75,000 GALLONS, MORE OR LESS,  
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1  
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 “75,000 GALLONS, MORE OR LESS, ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1” until 11:00 A.M. on Tuesday, March 28, 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 Monday, March 6, 2023, until 4:00 P.M. on Friday, March 24, 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 – March 2, 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:  
“75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”

### **2. DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from **9:00 A.M. on Monday, March 6, 2023, until 4:00 P.M. on Friday, March 24, 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 “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, together with the name of the bidder.

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

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

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

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

with any questions.

**10. ADDENDUM**

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

**11. MODIFICATIONS**

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

**12. CORRECTIONS**

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

**13. WITHDRAWAL**

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

**14. SUBLETTING OR ASSIGNING THE CONTRACT**

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

**15. MULTIPLE PROPOSALS**

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

**16. AGREEMENT**

The bidder to whom a contract may be awarded shall attend at the office of the Superintendent of

Electric Utilities, within ten (10) days, Sunday excepted after date of notification of the acceptance of his proposal, and there sign the contract in quadruplicate for the work.

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

**17. GUARANTEE**

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

**18. RIGHT TO REJECT BIDS**

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

**19. EXECUTION**

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

**20. DELIVERY**

Prices must include all applicable warranties. Deliver to: Power Plant No. 1, 220 West Sunrise Highway, Freeport, NY 11520.

**DETAILED SPECIFICATIONS**

SPECIFICATION  
FOR  
75,000 GALLONS, MORE OR LESS,  
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1  
2023 - 2025

INC. VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
(Freeport Electric)

SPECIFICATIONS  
ULTRA LOW SULFUR DIESEL (ULSD) - POWER PLANT 1

IMPORTANT:                      PRICE MUST BE INSERTED WITH TYPEWRITER  
OR INK. BID MUST BE SIGNED IN INK.

PERIOD COVERED:

Terms and duration of this contract will be from May 1, 2023 through February 28, 2025. The Village reserves the right to extend the contract up to an additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

1.1 The following specifications cover terms and conditions for the supply of Ultra Low Sulfur Diesel (ULSD) with physical and chemical properties listed below:

<u>PROPERTY</u>	<u>SPECIFICATION</u>	<u>ASTM TEST METHOD</u>
Gravity, API	30.0 Min	D287/D1298
Flash Point, F	135 Min	D93
Pour Point, F (Sept-Mar) (Apr-Aug)	0 Max +10 Max	D97
Viscosity, CS at 100F	0.5 Min 4.0 Max	D445
Cloud Point, F (Sept-Mar) (Apr-Aug)	+15 Max +20 Max	D2500
Distillation, F IBP 90% End	400 Max 650 Max 700 Max	D86
Corrosion, Copper Strip	No. 1(A or B)	D130
Cetaine Index	40 Min	D976/D4737
Hydrogen, %	12.5 Min	D1018
Ash Content, % by weight	.01 Max	D482
Carbon Residue, %	0.2 Max	D524
Sulfur, % by weight	0.0015 Max	D4294/D5453

<u>PROPERTY</u>	<u>SPECIFICATION</u>	<u>ASTM TEST METHOD</u>
Metals, by weight PPM Sodium	0.6 Max	D3605
Vanadium	0.5 Max	
Lead	0.5 Max	
Water & Sediment, % by weight	0.1 Max	D1796
Heating Value	As Reported	D240
Stability, mg/100 ml	1.5 Max	D2274
Lubricity, HFRR @ 60°C	520 Max	D6079

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

#### 1.2 ESTIMATED QUANTITIES:

The estimated quantities covered by this bid is for seventy five thousand (75,000) gallons and is merely estimated quantities based upon experience and is given for information purposes only. The Village will not be compelled to order the total estimated amount. Contracts, however, shall be for the quantities actually ordered by the Municipal Electric Utility during the period specified.

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

#### 1.3 DELIVERY:

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

#### 1.4 TESTING:

1.4.1 The supplier shall provide an oil test report for all deliveries in this category. An oil sample shall be drawn within twenty-four (24) hours from the same storage tank that the delivery

truck is filled from and shall show test results for all items identified in the specifications.

1.4.2 The Village will draw samples and test oil deliveries.

1.5 PRICE:

The bid price figures submitted shall be on a per gallon basis, temperature corrected to 60°F., delivered to Village of Freeport Power Plant No. 1, 220 West Sunrise Highway, Freeport, NY. Escalation or decrease in oil cost relative to base price shall be based on Argus ULSD Average (NYHB) New York Harbor Barge.

1.6 INSURANCE:

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

- (a) Workers' Compensation & N.Y.S. Disability Benefits coverage in the amounts required by statute.
- (b) Comprehensive General Liability Insurance (Broad Form), with the Inc. Village of Freeport named as additional insured for the entire policy period. Required Minimum Limits: \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 aggregate. This coverage must include premises and operation, and products and completed operations.
- (c) Contractual Liability coverage with \*Hold Harmless\* agreement.
- (d) Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.
- (e) All policies and certificates must provide that thirty (30) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.
- (f) Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holder's rating of \*A\* or better and a financial rating of at least \*10\* or better according to the current Best Insurance Rating Guide.

1.7 TERMS:

Terms and duration of this contract will be from May 1, 2023 through February 28, 2025. The Village reserves the right to extend the contract up to one (1) additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

1.8 CONDITIONS:

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

1.9 PAYMENT:

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

1.10 EXCEPTIONS:

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

**75,000 Gallons, More or Less,  
Ultra Low Sulfur Diesel (ULSD) – Power Plant 1**

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 "**TOTAL**" Price of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

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

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

## NON-COLLUSIVE BIDDING CERTIFICATION

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

**PROPOSAL - CONT'D**

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

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

BIDDER: \_\_\_\_\_

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

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

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

(NIGHT - EMERGENCY): \_\_\_\_\_

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

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

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

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

The full name and residences of all persons and parties interested in the foregoing 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**

75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1,  
as per specifications or equal

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

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

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

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

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

Email: \_\_\_\_\_

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

(A) Argus ULSD Average (NYHB) New York Harbor Barge: \_\_\_\_\_

Date of Posting: March 21, 2023

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

(B) Increase or Decrease Cost Per Gallon

Delivered to Freeport: Plus \_\_\_\_\_ cents/Gallon

If this does not apply write Minus \_\_\_\_\_ cents/Gallon

\*None\* in the space provided Total \_\_\_\_\_ cents/Gallon

\_\_\_\_\_  
*(Write Total Amount In Words)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Telephone No.)*

\_\_\_\_\_  
*(Signature of Bidder)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

Note:

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

PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT BID THIS ITEM.



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

**Date:** February 17, 2023

**To:** Mayor Robert T. Kennedy

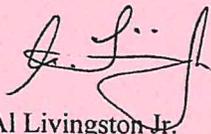
**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** Request to Advertise  
Bid #23-03-ELEC-655  
300,000 Gallons, More Or Less, Fungible Aviation Kerosene Grade 55

---

I am requesting permission to advertise for 300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55. This fuel is needed to run the LM6000 unit at Power Plant 2.

I request authorization to advertise a Notice to Bidders on March 2, 2023, in the Freeport Herald and other relevant publications. Specifications would be available from March 6, 2023, to March 24, 2023. The bids would have a returnable date of March 28, 2023. Attached is a copy of the Notice to Bidders for your review. The cost for the fuel oil will be charged to Account #E 7141006 510000 – Production Expense for the Combustion Turbine (LM6000). There are sufficient funds available for this expense.

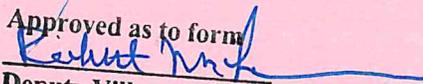


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form  
  
Deputy Village Attorney

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for "300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55", Bid #23-03-ELEC-655, in the Freeport Herald and other relevant publications of general circulation on March 2, 2023, with bid documents will be available from March 6, 2023, to March 24, 2023, with a return date of March 28, 2023.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## **NOTICE TO BIDDERS**

**300,000 GALLONS, MORE OR LESS,  
FUNGIBLE AVIATION KEROSENE GRADE 55  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “300,000 GALLONS, MORE OR LESS, FUNGIBLE AVIATION KEROSENE GRADE 55” until 11:00 A.M. on Tuesday, March 28, 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 Monday, March 6, 2023, until 4:00 P.M. on Friday, March 24, 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 – March 2, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications For**

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

**BID #23-03-ELEC-655**

**MAYOR  
ROBERT T. KENNEDY**

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

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



**AL LIVINGSTON JR., SUPERINTENDENT**

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

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**NOTICE TO BIDDERS**  
**300,000 GALLONS, MORE OR LESS,**  
**FUNGIBLE AVIATION KEROSENE GRADE 55**  
**FOR**  
**THE INCORPORATED VILLAGE OF FREEPORT**  
**ELECTRIC DEPARTMENT**  
**NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “300,000 GALLONS, MORE OR LESS, FUNGIBLE AVIATION KEROSENE GRADE 55” until 11:00 A.M. on Tuesday, March 28, 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 Monday, March 6, 2023, until 4:00 P.M. on Friday, March 24, 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 – March 2, 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 Procurement:  
“300,000 GALLONS, MORE OR LESS, FUNGIBLE AVIATION KEROSENE GRADE 55”

**2. DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from 9:00 A.M. on Monday, March 6, 2023, until 4:00 P.M. on Friday, March 24, 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 “300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55”, together with the name of the bidder.

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

**5. DELIVERY OF PROPOSALS**

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

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 Mr. Al Livingston Jr., Superintendent of Electric Utilities,

at (516) 377-2220 with any questions.

**10. ADDENDUM**

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

**11. MODIFICATIONS**

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

**12. CORRECTIONS**

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

**13. WITHDRAWAL**

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

**14. SUBLETTING OR ASSIGNING THE CONTRACT**

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

**15. MULTIPLE PROPOSALS**

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

**16. AGREEMENT**

The bidder to whom a contract may be awarded shall attend at the office of the Superintendent of

Electric Utilities, within ten (10) days, Sunday excepted after date of notification of the acceptance of his proposal, and there sign the contract in quadruplicate for the work.

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

**17. GUARANTEE**

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

**18. RIGHT TO REJECT BIDS**

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

**19. EXECUTION**

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

**20. DELIVERY**

Prices must include all applicable warranties. Deliver to: Power Plant No. 2, 289 Buffalo Avenue, Freeport, N.Y. 11520.

**DETAILED SPECIFICATIONS**

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

INC. VILLAGE OF FREEPORT

ELECTRIC DEPARTMENT

(Freeport Electric)

# Specifications

## Fungible Aviation Kerosene Grade 55

### Important:

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

### Period Covered:

Terms and duration of this contract will be from May 1, 2023 through February 28, 2025. The Village reserves the right to extend the contract up to one (1) additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject to the mutual consent of both parties.

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

Colonial Pipeline Company

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

3.17.1

#### **EPA Designation: Kerosene**

Cancels Previous Issues of Grade 55

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

(Cont.)

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

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

**NOTES:**

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

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

## 1.2 Estimated Quantities

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

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

## 1.3 Delivery

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

## 1.4 Testing

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

1.4.2 The Village will draw samples and test oil deliveries.

## 1.5 Price

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

## 1.6 Insurance

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

- (a) Workers' Compensation & N.Y.S. Disability Benefits coverage in the amounts required by statute.

- (b) Comprehensive General Liability Insurance (Broad Form), with the Inc. Village of Freeport named as additional insured for the entire policy period. Required Minimum Limits: \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 aggregate. This coverage must include premises and operation, and products and completed operations.
- (c) Contractual Liability coverage with Hold Harmless\* agreement.
- (d) Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 combined Single Limit, covering all owned, non-owned and leased vehicles.
- (e) All policies and certificates must provide that thirty (30) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.
- (f) Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holder's rating of \*A\* or better and a financial rating of at least \*10\* or better according to the current Best Insurance Rating Guide.

### 1.7 Terms

Terms and duration of this contract will be from May 1, 2023 through February 28, 2025. The Village reserves the right to extend the contract up to one (1) additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

### 1.8 Conditions

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

### 1.9 Payment

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

### 1.10 Exceptions

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

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

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

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 "**TOTAL**" Price of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

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

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

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

**PROPOSAL - CONT'D**

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

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

BIDDER: \_\_\_\_\_

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

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

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

(NIGHT - EMERGENCY): \_\_\_\_\_

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

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

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

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

The full name and residences of all persons and parties interested in the foregoing 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**

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

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

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

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

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

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

Email: \_\_\_\_\_

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

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

Date of Posting: March 21, 2023

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

(B) Increase or Decrease Cost Per Gallon

Delivered to Freeport: Plus \_\_\_\_\_ cents/Gallon

If this does not apply write Minus \_\_\_\_\_ cents/Gallon

\*None\* in the space provided Total \_\_\_\_\_ cents/Gallon

---

*(Write Total Amount In Words)*

---

*(Print Name)*

*(Title)*

*(Telephone No.)*

---

*(Signature of Bidder)*

*(Title)*

*(Date)*

Note:

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

PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT BID THIS ITEM.



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

**Date:** February 15, 2023

**To:** Mayor Robert T. Kennedy

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

**Re:** Bid #20-11-ELEC-538 – 500,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55 Extension of Bid Term

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On January 25, 2021, the Board of Trustees awarded Bid #20-11-ELEC-538 – 500,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55 to Sprague Operating Resources LLC of 185 International Drive, Portsmouth, NH 03801, for a two-year term ending February 28, 2023. In accordance with the contract terms, the Village reserved the right to extend the contract. The Superintendent of Electric Utilities wishes to exercise the extension option for a two-month term ending April 30, 2023. This item will be advertised for bid with revised specifications. The kerosene is needed to run the engine at Power Plant 2.

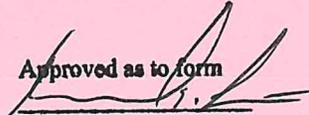
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the two-month extension (March 1, 2023 to April 30, 2023) of Bid #20-11-ELEC-538 – 500,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55 awarded to Sprague Operating Resources LLC of 185 International Drive, Portsmouth, NH 03801 for the same rate as the original proposal. Further, that the Mayor be authorized to execute any and all documents necessary to effectuate this agreement. The cost of the kerosene will be charged to Account #E123000 – Inventory. The Electric Department has sufficient funds in this account for this expense.

  
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form  
  
Village Attorney  
2/17/2023

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

**WHEREAS**, on January 25, 2021, the Board awarded the Bid # 20-11-ELEC-538 for the Furnishing of 500,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55 to Sprague Operating Resources LLC, of 185 International Drive, Portsmouth, New Hampshire 03801 for the Average "Buckeye" Daily Posted Price published in the Argus Index plus \$0.7046/gallon for a term of two (2) years beginning March 1, 2021 and ending February 28, 2023; and

**WHEREAS**, in accordance with the contract terms, the Village reserved the right to extend the contract; the Superintendent of Electric Utilities is requesting Board approval to exercise the extension option for a two-month term beginning March 1, 2023 and ending April 30, 2023, for the same rate as the original proposal; and

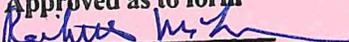
**WHEREAS**, this item will be advertised for bid with revised specifications; the kerosene is needed to run the engine at Power Plant 2; and

**WHEREAS**, the cost for the fuel oil will be charged to Account #E123000 – Inventory and there are sufficient funds to cover this expense; 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 extend the contract of Bid # 20-11-ELEC-538 for the Furnishing of 500,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55 with Sprague Operating Resources LLC, of 185 International Drive, Portsmouth, New Hampshire 03801 for a term of two-months from March 1, 2023 to April 30, 2023, for the same rate as the original proposal.

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 January 27, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 25, 2021:

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

**WHEREAS**, on November 24, 2020 the Electric Department received one (1) bid for Bid #20-11-ELEC-538, for the Furnishing of 500,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55 for a two (2) year contract with the option of a one (1) year extension; and

**WHEREAS**, the responsible bidder is Sprague Operating Resources LLC, of 185 International Drive, Portsmouth, New Hampshire 03801 with a bid of the Average "Buckeye" Daily Posted Price published in the Argus Index plus \$0.7046/gallon; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to sign any paperwork necessary to award Bid # 20-11-ELEC-538 for the Furnishing of 500,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55 to Sprague Operating Resources LLC, of 185 International Drive, Portsmouth, New Hampshire 03801 for the Average "Buckeye" Daily Posted Price published in the Argus Index plus \$0.7046/gallon for a term of two (2) years beginning March 1, 2021 and ending February 28, 2023 with a one (1) year option to extend the bid.

The Clerk polled the Board as follows:

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



February 9, 2023

Mr. Joseph Smith  
Vice President  
Sprague Operating Resources LLC  
185 International Drive  
Portsmouth, NH 03801

**RE: Incorporated Village of Freeport – Letter Agreement  
Bid #20-11-ELEC-538 - 500,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55**

Dear Mr. ~~Flaherty~~ <sup>Smith</sup> ~~DB~~:

This Letter Agreement relates to the above-referenced bid for 500,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55 (hereinafter referred to as Kerosene Bid) approved by the Incorporated Village of Freeport's Board of Trustees on January 25, 2021. As set forth in the Kerosene Bid agreement, the term of the agreement covers a period of two years, running from March 1, 2021 to February 28, 2023. However, the Village reserves the right to extend the contract, upon mutual consent of the Parties. The Village would like to extend the contract term to April 30, 2023. Therefore, the Inc. Village of Freeport is requesting that Sprague Operating Resources LLC agree to extend the Agreement to April 30, 2023.

All other terms of the Village's Kerosene Bid agreement shall remain in effect. Please have this Letter Agreement signed by a duly authorized officer of Sprague Operating Resources LLC and return the executed version by email.

Sincerely,  
**INC. VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
Robert T. Kennedy  
Mayor

Accepted and Agreed  
As of the Date First Written Above:

**SPRAGUE OPERATING RESOURCES LLC**

JOSEPH SMITH  
By: JOSEPH SMITH (Feb 09, 2023 17:43 EST)  
Joseph S. Smith, Vice President

***First in Value First in Service***  
Village of Freeport  
46 North Ocean Avenue, Freeport, New York 11520  
Tel: 516-377-2220 Fax: 516-377-2359 www.freeportelectric.com

**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:** Subscription – New York Law Books Updates

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The Electric Department is requesting retroactive permission to renew its subscription for New York Law Book Updates published by Thomson Reuters – West. This subscription updates the following law books owned by the Utility:

McKinney's Consolidated Laws of New York (Annotated):  
General Municipal Law  
Public Service  
Retirement and Social Security  
Transportation Law  
Transportation Corporation  
Village Law

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the annual subscription for updates to McKinney's Consolidated Laws of New York provided by Thomson Reuters – West, 610 Opperman Drive, Eagan, MN 55123-1396 for a cost of \$2,268.00 and that the Mayor be authorized to sign any and all documents associated with this subscription service. The cost of this service will be charged to E 7811000 578100 (General & Administrative). There are sufficient funds available for this expense.

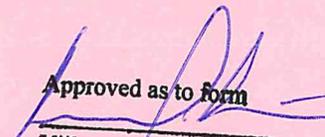


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachment

cc: Howard E. 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  
2/23/2023

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

**WHEREAS**, the Electric Department is requesting retroactive permission to renew its subscription to Thomson Reuters West, 610 Opperman Drive, Eagan, Minnesota 55123-1396 which updates the New York Law Books owned by the Utility, which include McKinney's Consolidated Laws of New York (Annotated); and

**WHEREAS**, this subscription service is for a cost of \$2,268.00; and

**WHEREAS**, the cost of this service will be charged to E7811000 578100 (General & Administrative) 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 Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to retroactively approve the renewal subscription of McKinney's Consolidated Laws of New York (Annotated) provided by Thomson Reuters West, 610 Opperman Drive, Eagan, Minnesota 55123-1396 for a cost of \$2,268.00.

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

Village Attorney

2/23/2023

# Subscription Invoice



Thomson Reuters  
West Publishing Corporation  
610 Opperman Drive  
Eagan, MN 55123-1396

FREEPORT ELECTRIC

Invoice #: 847699011  
Account #: 1003159662  
Invoice date: January 4, 2023



876 1 MB 0.515 E0237X I0512 D10127358871 S2 P9454709 0001:0003



FREEPORT ELECTRIC  
AL LIVINGSTON JR  
46 N OCEAN AVE  
FREEPORT NY 11520-3023

Total Due in USD  
**2,268.00**  
Payment due by  
February 3, 2023

Summary	Charge USD	Tax total USD	Total USD
SUBSCRIPTION PRODUCT CHARGES	2,268.00	0.00	2,268.00
<b>TOTAL INVOICE AMOUNT</b>	<b>2,268.00</b>	<b>0.00</b>	<b>2,268.00</b>

**Billing note:**

NEW RESOURCE AVAILABLE: Find information on how to read your invoice and other commonly asked billing questions under the Billing, payment, returns & refunds section online at [legal.thomsonreuters.com/en/support](http://legal.thomsonreuters.com/en/support).

**Self-Service online resources**

Sign up for E-delivery of invoices at: <http://ebilling.thomsonreuters.com>  
To manage your account sign up at MyAccount: <http://myaccount.tr.com/westlaw>  
For online support contact us at: <http://legal.thomsonreuters.com/en/support>

A

Include this portion with your payment-Folding and stapling may delay your payment

FREEPORT ELECTRIC  
Invoice #: 847699011  
Invoice date: January 4, 2023  
Account #: 1003159662

**Pay online:**

To make a payment electronically log on to  
<https://www.thomsonreuters.com/en-us/account/billing/guest/pay>  
Set up your payment to be withdrawn electronically using  
direct debit or credit card.

Invoice due date: February 3, 2023  
Amount due in USD: 2,268.00

**Please make checks payable to:**

Thomson Reuters - West  
Payment Center  
P.O. Box 6292  
Carol Stream, IL 60197-6292

Amount enclosed \_\_\_\_\_

0001:0003

0847699011 000000000000000000000000 20230104 ZCMI 000226800 0010 1003159662 0

# Information and payment details



## Do more with your account online

<http://myaccount.tr.com/westlaw>

- Manage payments online and review account balances
- Update addresses and review order status
- View and download invoice details
- Manage online users' access

<http://www.quickview.com>

- Obtain free usage reporting for cost recovery
- Obtain eDiscovery matter details

<http://ebilling.thomsonreuters.com>

- Go Green with e-billing for time savings and convenience

<https://www.thomsonreuters.com/en-us/account/billing/guest/pay>

- Easily and quickly enroll in our autopay program
- Easily make updates after setup

<https://legal.thomsonreuters.com/billing-portal-request>

- Sign up to receive your invoice through a billing portal



## Contact us online

<https://legal.thomsonreuters.com/en/support>

- Provides answers to commonly asked questions and web forms for submitting account-related requests.



## Thomson Reuters tax information

### Canadian registration numbers

Canada GST: 13641 8480 RT0001

British Columbia PST: PST-1000-4632

Quebec QST: 1021623993 TQ001

Saskatchewan PST: 1895663

### VAT Reg Numbers

41-1426973

### Federal Tax ID

41-1426973



## Return policy

- If you are not completely satisfied with the products you purchase from West (Thomson Reuters), you may return them. In order to receive credit, returns must be received within 45 days of the ship date. If a return is received after 45 days, we regret that we cannot issue a refund or send the merchandise back to you. The ship date can be found online at My Account ([myaccount.tr.com/westlaw](http://myaccount.tr.com/westlaw)).
- Please note that products included within programs such as, but not limited to, Library Maintenance Agreement/Library Management Arrangement, Library Savings Plan, West Complete, Assured Print Pricing, WestPack, and Special Offer agreements cannot be separately cancelled or returned and are nonrefundable. These programs provide our most favorable terms, and titles within these programs are not eligible for refund.
- To ensure accurate processing, simply return merchandise in its original packaging via a trackable shipping method and insure the merchandise for its value. Always enclose a copy of the original delivery or billing document and include a brief explanation of the reason for the return. All expenses associated with returns are the responsibility of the customer. Customers will forfeit any applicable discounts when returning part of a promotional sale. To verify our receipt of your return and any credit applied, access the Returns History section in My Account ([myaccount.tr.com/westlaw](http://myaccount.tr.com/westlaw)).
- The return policy does not apply to online, hosted, software, or Thomson Reuters ProView<sup>®</sup> eBook products. Please refer to your order form.



## Payment options and terms

Include your invoice number to assist with applying your payment or email the remittance to [west.arpaymentcenter@thomsonreuters.com](mailto:west.arpaymentcenter@thomsonreuters.com)

### Pay Online

To make a payment online or sign up for AutoPay, please visit <https://www.thomsonreuters.com/en-us/account/billing/guest/pay>

### Electronic payments should be issued to

West Publishing Corporation  
BMO Harris Bank N.A.,  
115 S LaSalle St, Chicago IL 60603  
Bank Routing #: 071000288  
Bank Account #: 4445615  
SWIFT Code: HATRUS44

### Electronic payment details for other currencies

<http://legal.tr.com/electronic-funds-transfer>

### Pay via Phone

To make a payment via telephone, please call 1-800-328-4880 Say "Account Services," then provide account number, say "make a payment."

### Check

Check payments should be mailed to the address on the front of invoice in the remittance section. To ensure timely application, return the remittance portion with your check payment.

- Terms: Net 30; products are shipped FOB shipping point
- Please do not enclose cash or additional correspondence
- Payments marked "paid in full," or with any other restrictive language, shall not operate as an accord and satisfaction without the prior written approval of West (Thomson Reuters).

# Subscription Invoice



Thomson Reuters  
West Publishing Corporation  
610 Opperman Drive  
Eagan, MN 55123-1396

FREEPORT ELECTRIC

Invoice #: 847699011  
Account #: 1003159662  
Invoice date: January 4, 2023



## Subscription Product Charges

Product Detail	Reference #	Quantity	Unit Price USD	Charge Price USD	Tax USD	Total USD
1003159662						
FREEPORT ELECTRIC AL LIVINGSTON JR 46 N OCEAN AVE FREEPORT NY 11520-3023						
Ship/Post date: December 6 Delivery # 0442753974						
NY LAWS BK23(1-50E) 2023 PP	6151961632	1	126.00	126.00	0.00	126.00
NY LAWS BK23(50F-99) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK23(100-179) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK23(180-209) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK23(210-689) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK23(690-954) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK23(955-E) 2023 PP		1	126.00	126.00	0.00	126.00
<b>Subtotal</b>				<b>882.00</b>	<b>0.00</b>	<b>882.00</b>

Ship/Post date: December 14  
Delivery # 0442766756

NY LAWS BK63(7-708-7-725A) 2023 PP	6152009945	1	126.00	126.00	0.00	126.00
NY LAWS BK50.5(160-419) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK50.5(604B-E) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK47(105-E) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK50.5(1-159) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK61A 2023 PP		1	126.00	126.00	0.00	126.00

# Subscription Invoice



Thomson Reuters  
West Publishing Corporation  
610 Opperman Drive  
Eagan, MN 55123-1396

FREEPORT ELECTRIC

Invoice #: 847699011  
Account #: 1003159662  
Invoice date: January 4, 2023

## Subscription Product Charges continued

Product Detail	Reference #	Quantity	Unit Price USD	Charge Price USD	Tax USD	Total USD
NY LAWS BK63(1-7-707) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK62 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK50.5(420-604A) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK47(1-104) 2023 PP		1	126.00	126.00	0.00	126.00
NY LAWS BK63(7-725B-E) 2023 PP		1	126.00	126.00	0.00	126.00
<b>Subtotal</b>				<b>1,386.00</b>	<b>0.00</b>	<b>1,386.00</b>

Subscription Product Charges Total USD  
**2,268.00**



THOMSON REUTERS®

FREEPORT ELECTRIC

Thomson Reuters  
West Publishing Corporation  
610 Opperman Drive  
Eagan, MN 55123-1396



# Monthly Account Summary

Account #: 1003159662

## Open Balance Through January 4, 2023

Document date	Document #	Description	Amount Notes USD	Due Date
01/04/2023	0847699011	Subscription Invoice	2,268.00	02/03/2023

Open Balance in USD as of January 4, 2023 **2,268.00**

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The Monthly Account Summary is a comprehensive report of all account activity for the current subscription billing period. Payments made within the last 48 hours may not be included. Go to <http://myaccount.tr.com/westlaw> if more details are needed around these invoices and payments.

876 1 MB 0.515 E0237X I0514 D10127358871 S2 P9454709 0003:0003

If you have questions about your outstanding balance, please contact our Account Receivable area by calling 1-800-522-0552 and select account information.

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

**Date:** February 16, 2023

**To:** Mayor Robert T. Kennedy

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

**Re:** Uncollectible Electric Bills (Tentative as of January 30, 2023)  
Fiscal Year 2020 – 2021

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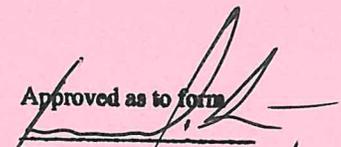
In the matter of the Rules and Regulations of the Public Service Commission, 16 NYCRR, relating to authorization for writing off uncollectible customers' accounts, the Village has sufficient funds accumulated in Account 266 – "Reserve for Uncollectible Accounts", to write-off Fiscal Year 2020 – 2021 in the amount of \$80,054.32 effective February 28, 2023.

Every effort has been made by the Electric Billing Department and Legal Staff to recover all or part of said final bills for the Fiscal Year noted above. All the delinquent accounts have been processed through a collections agency. The delinquent accounts outstanding are mainly from consumers having left the Village with no forwarding address, and/or the result of bankruptcy. A complete detailed list of outstanding final bills for the Fiscal Year 2020 – 2021 has been furnished to the Treasurer by the Electric Billing Department.

It is recommended that the Board of Trustees approve this tentative write-off on uncollectible accounts as provided for under the above-mentioned Public Service Commission Rules and Regulations for the amount of \$80,054.32 effective February 28, 2023. The final write-off amount will be submitted after the final amount is determined on February 28, 2023.



Al Livingston Jr.  
Superintendent of Electric Utilities



Approved as to form

Village Attorney

2/17/2023

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

**WHEREAS**, as per the Rules and Regulations of the Public Service Commission, 16 NYCRR, the Freeport Electric Utility has requested permission to write-off various uncollectible electric accounts for the Fiscal Year 2020 – 2021 in the amount of \$80,054.32 effective February 28, 2023 (see attached list); and

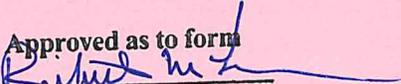
**WHEREAS**, every effort has been made by the Electric Billing Department and Legal Staff to recover the unpaid bills, including processing through a collections agency; and

**WHEREAS**, the delinquent accounts are mainly from consumers leaving the Village with no forwarding address or the result of bankruptcy; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities that the uncollectible electric accounts for the Fiscal Year 2020 – 2021 be written-off for the amount of \$80,054.32 effective February 28, 2023.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

DATE 1/30/2023  
 TIME 12:45 PM

Village of Freeport - New v4.1 Svr  
 WRITE OFF REPORT  
 1/30/2023

ACCOUNT NUMBER	ACCOUNT NAME	RCD	CYC	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FLG
2-1210.001	PIER 1 IMPORTS US INC	1	1	1,814.88	Y	2	1		N	N
2-1210.002	PIER 1 IMPORTS DIP	1	1	344.63	Y	2	1		N	N
2-1230.003	MODELL'S NY INC	1	1	3,514.56	Y	2	1		N	N
2-2603.005	ETNOC REALTY INC	1	1	3,067.79	Y	2	1		N	N
2-2642.010	ON TIME PLASTICS INC	1	1	264.86	Y	2	1		N	N
2-2858.005	HENRI M FLORES	1	1	561.68	Y	1	1		N	N
2-2980.004	EDGAR RAMOS	1	1	38.90	Y	1	1		N	N
2-3285.005	JOSE E MORAN	1	1	50.14	Y	1	1		N	N
2-3540.002	N & J IRON WORKS INC	1	1	1,333.46	Y	2	1		N	N
2-3732.004	LDJ REALTY CORP	1	1	793.29	Y	2	1		N	N
2-4129.010	ELIZABETH ARIAS	1	1	96.41	Y	1	1		N	N
4-0575.003	CANVAS PLUS BY JAVIER	1	1	870.24	Y	2	1		N	N
6-1050.008	SUNNY SINGH	1	7	772.68	Y	2	1		N	N
6-1791.008	LUIS DANIEL ABREU BELKYS	1	1	248.90	Y	1	1		N	N
6-1878.005	SELENAS	1	7	62.56	Y	2	1		N	N
6-2428.008	CLARKE N EARLTON	1	1	1,041.58	Y	2	1		N	N
6-2760.005	TONY WRIGHT	1	1	130.70	Y	2	1		N	N
6-4255.009	UMAKAT DESIGNS INC	1	1	1,416.93	Y	2	1		N	N
8-0400.002	JACOB ROIT	1	1	10.36	Y	2	1		N	N
12-0310.002	H.E.L.P. SERVICES INC	1	1	1,667.56	Y	2	1		N	N
12-0352.004	HENMENE GILDA MALDONADO	1	1	1,556.98	Y	2	1		N	N
12-0900.012	HAPPY SOLUTIONS,LLC	1	1	378.02	Y	2	1		N	N
12-7180.006	ESTHEFANI RIVERA MATOS	1	1	422.14	Y	1	1		N	N
14-2276.002	PARTY BOAT CENTRAL OF FRE	1	1	241.39	Y	2	1		N	N
14-2278.001	PARTY BOAT CENTRAL OF FR	1	1	542.74	Y	2	1		N	N
14-2361.014	JAM ROCK JAMAICA INC.	1	1	1,664.60	Y	2	1		N	N
14-2810.000	CORNELL PRISCILLA WEYANT	1	1	231.66	Y	1	1		N	N
14-3426.006	379 WOODCLEFT NM LLC	1	1	2,093.45	Y	2	1		N	N
16-1483.007	CHRISTINE R GAINES	1	1	105.50	Y	1	1		N	N
16-2732.014	XIAOLAN TAN	1	1	95.83	Y	1	1		N	N
18-0509.015	SUITE LIFE SALON & SPA LL	1	1	60.26	Y	2	1		N	N
18-0605.007	ZHUO AZUMA INC	1	1	1,575.38	Y	2	1		N	N
18-1883.019	199 SUNRISE HIGHWAY LLC	1	1	88.09	Y	2	1		N	N
41-3750.005	TASHANA N JACKSON	1	3	468.06	Y	1	1		N	N
95-1527.002	GERMAN A MARMOL-CASTILLO	1	3	38.34	Y	1	1		N	N
95-1647.004	LORRI MAC QUEEN	1	3	89.46	Y	1	1		N	N
105-1273.006	JAIME MATOS	1	3	358.54	Y	1	1		N	N
115-0771.005	CESAR CACERES	1	3	368.12	Y	1	1		N	N
115-0806.019	MONDY TILLERY	1	3	113.59	Y	1	1		N	N
115-1000.001	ANGELINA SMALLS	1	3	2,997.21	Y	1	1		N	N
115-1759.010	LERROY BRIAN FLOWERS	1	3	474.61	Y	1	1		N	N
115-1759.011	299 RUTLAND LLC	1	3	153.43	Y	1	1		N	N
115-2007.004	HOMER IVEY	1	3	126.81	Y	1	1		N	N

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115-2115.000	JOEL C JOHNSON	1	3	38.22	Y	1	1		N	N
125-1361.001	ERIK R GUBERMAN	1	3	890.20	Y	1	1		N	N
125-1797.000	MARY A PITTS	1	3	275.44	Y	1	1		N	N
125-2217.010	RUDIE J LINDSAY	1	3	1,127.29	Y	1	1		N	N
140-0968.013	NATHANIEL & NATASHA ALLOT	1	4	11.19	Y	1	1		N	N
140-1685.003	EDWARD HOYES JR	1	4	122.39	Y	1	1		N	N
150-0313.003	YVONNE MC LEOD	1	4	482.44	Y	1	1		N	N
150-0665.003	CARLOS GIRALDO	1	4	7.35	Y	1	1		N	N
150-1390.008	QUIDONNA L GORDON	1	4	908.45	Y	1	1		N	N
165-0200.002	ELSA & ERROL ROSAN	1	4	1,790.82	Y	1	1		N	N
165-0263.005	BELKIS ALMONTE	1	4	206.10	Y	1	1		N	N
165-0783.011	FOOTHILL MOUNTAIN INC.	1	4	11.92	Y	1	1		N	N
165-0792.009	FOOTHILL MOUNTAIN INC.	1	4	103.16	Y	1	1		N	N
165-2493.000	JAMES H WYNN	1	4	196.39	Y	1	1		N	N
170-0040.003	SIGNATURES 9144 CORP/C/O	1	4	458.32	Y	1	1		N	N
170-0082.003	20 BEVERLY PKWY LLC	1	4	166.53	Y	1	1		N	N
170-0894.000	PAUL D DEL GUIDICE	1	4	96.10	Y	1	1		N	N
175-0114.002	45 NASSAU CORP.	1	4	146.47	Y	1	1		N	N
175-0150.001	SANDRA D MORRIS	1	4	95.70	Y	1	1		N	N
175-1401.002	LONG ISLAND GROUP ASSETS	1	4	393.84	Y	1	1		N	N
180-0301.001	KHEMNATH SOOKRAM	1	4	2,629.19	Y	1	1		N	N
180-0750.001	JACKSON WHITMORE	1	4	25.13	Y	1	1		N	N
180-1213.005	VIRGINIA GARCIA	1	4	685.43	Y	1	1		N	N
180-1470.008	ARASH MERABI	1	4	54.63	Y	1	1		N	N
180-1782.001	LISA LYN SHUE	1	4	990.93	Y	1	1		N	N
185-1990.017	ALVINA R JOHNSON	1	4	363.73	Y	1	1		N	N
190-2032.003	MIRIAN V COOK	1	4	252.12	Y	1	1		N	N
200-0131.001	MILTON & DIARLYN JACKSON	1	4	91.48	Y	1	1		N	N
200-1572.001	OWARR S GREEN	1	4	11.92	Y	1	1		N	N
210-2421.022	FATIMA I JIMENEZ	1	4	178.77	Y	1	1		N	N
220-1195.003	QUINTIN ROBERTS	1	5	659.06	Y	1	1		N	N
220-1771.002	DAVID MARTINEZ	1	5	63.63	Y	1	1		N	N
220-2040.009	CARLOS E SANDOVAL	1	5	35.61	Y	1	1		N	N
220-2356.007	NASSAU COUNTY PUBLIC ADMI	1	5	80.74	Y	1	1		N	N
230-0206.002	SELVIN STULTZ	1	5	46.28	Y	1	1		N	N
230-1080.002	LAURICE ELOISE BLAKE	1	5	21.19	Y	1	1		N	N
230-1893.012	HATTIE C YOUNG	1	5	486.82	Y	1	1		N	N
230-2360.000	JAMES BAILEY LS	1	5	53.69	Y	1	1		N	N
240-0110.001	JEAN THOMPSON	1	5	978.07	Y	1	1		N	N
240-1072.004	ALTISOURCE SOLUTIONS INC	1	5	7.33	Y	1	1		N	N
240-1541.003	FRANCOIS LLOYD GARVEY	1	5	121.04	Y	1	1		N	N
240-2540.005	ALEXANDER MARTINEZ	1	5	.15	Y	2	1		N	N
245-0726.002	WILLIAM EGAN	1	5	337.14	Y	1	1		N	N

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245-1860.005	RAJ GALABYA	1	5	15.52	Y	1	1		N	N
245-1867.011	CARLOS M. LOPEZ PERDOMO	1	5	411.03	Y	1	1		N	N
245-1869.004	CARLOS M. LOPEZ PERDOMO	1	5	56.46	Y	1	1		N	N
245-2112.009	KENIA HIDALGO	1	5	627.53	Y	1	1		N	N
245-2942.003	PRO BUILDERS	1	5	76.65	Y	1	1		N	N
245-3263.021	ANNE L BAILEY	1	5	299.69	Y	1	1		N	N
250-1041.002	WILLIAM C & AGNES J THOMP	1	5	62.50	Y	1	1		N	N
250-1793.016	MIGDO VARELA	1	5	611.61	Y	1	1		N	N
250-2078.015	ELIANA DIGHERO	1	5	1,054.56	Y	1	1		N	N
250-2088.001	KYLE JOHNSON	1	5	637.28	Y	1	1		N	N
250-2088.002	DIAMAN REALTY HOLDINGS LL	1	5	217.87	Y	1	1		N	N
255-0295.003	SHARONE COPELAND	1	5	451.75	Y	1	1		N	N
255-0411.005	CARLOS DIAZ	1	5	482.03	Y	1	1		N	N
255-0869.004	XING GUO WANG	1	5	55.29	Y	1	1		N	N
255-1101.002	DECARLOS T FRAZIER	1	5	397.90	Y	1	1		N	N
255-1665.004	84 DYNAMIC LLC	1	5	404.07	Y	1	1		N	N
255-1740.000	DOROTHY E HERRMANN	1	5	13.62	Y	1	1		N	N
255-1830.004	ACQUA CAPITAL LLC	1	5	492.71	Y	1	1		N	N
255-2275.006	LIBUSE KRAJCA-HERRING	1	5	43.48	Y	1	1		N	N
260-0261.004	TERESA HOOD	1	5	713.87	Y	1	1		N	N
260-0390.000	HARRISON EDWARDS	1	5	1,117.13	Y	2	1		N	N
260-1795.000	NELSON W STERNER	1	5	20.86	Y	1	1		N	N
270-0192.007	JULIO A FROMETA-CASTRO	1	5	7.30	Y	1	1		N	N
270-1751.004	JONATHAN REILLY	1	5	264.89	Y	1	1		N	N
280-0007.006	ESAU PAREDES	1	5	38.64	Y	1	1		N	N
280-0021.009	HEIDY J MORALES	1	5	43.86	Y	1	1		N	N
280-0111.005	MARIA CRUZ	1	5	1,155.66	Y	1	1		N	N
280-0630.004	RANA S KHAN	1	5	27.06	Y	1	1		N	N
280-0690.002	BRENDA BELTETON	1	5	347.77	Y	1	1		N	N
280-0714.033	MICHELLE & WILLY VALDEZ	1	5	217.14	Y	1	1		N	N
280-0820.007	ELIZABETH CORONA	1	5	18.63	Y	1	1		N	N
290-1238.000	KHAIMRAJ ISSURDATT	1	5	24.86	Y	1	1		N	N
290-1668.007	JOB J ACOSTA	1	5	292.80	Y	1	1		N	N
290-2700.001	MARY PERRY	1	5	127.31	Y	1	1		N	N
290-2700.002	NRS IMPROVEMENT GROUP INC	1	5	40.99	Y	1	1		N	N
290-2840.000	VICENTE JIMENEZ	1	5	12.88	Y	1	1		N	N
300-0008.002	EVER ESQUIVEL LEON	1	6	1,247.77	Y	1	1		N	N
300-0250.001	GLORIA ABRAMS-CORTES	1	6	288.41	Y	1	1		N	N
300-0804.008	MAXIMINA ARCE	1	6	88.45	Y	1	1		N	N
300-0823.000	ALFRED CARRION	1	6	33.25	Y	1	1		N	N
300-1160.004	GERMAIN FRANCIS ELDER	1	6	341.54	Y	1	1		N	N
310-0310.002	DOREEN CLAY	1	6	35.65	Y	1	1		N	N
310-0330.006	DR. JOSE A LAZO	1	6	355.80	Y	2	1		N	N

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310-0335.003	DR. JOSE A LAZO	1	6	840.02	Y	2	1		N	N
310-0440.022	VICTORIA DEVANE	1	6	47.97	Y	1	1		N	N
310-1340.002	BILLY HANDY	1	6	94.14	Y	1	1		N	N
310-3310.006	BRIDAL APPAREL ASSOCIATES	1	6	101.81	Y	2	1		N	N
310-3790.001	BIGGEST BANANA OF FREEPOR	1	6	1,029.96	Y	2	1		N	N
320-0641.001	HAROLD WILHELMSEN	1	6	579.60	Y	1	1		N	N
320-0873.005	BRIAN ANTONIO ESTEVEZ	1	6	162.67	Y	1	1		N	N
320-1632.004	LISA LIBRETTI	1	6	257.81	Y	1	1		N	N
320-2006.002	JENNIFER D CLARKE	1	6	48.07	Y	1	1		N	N
320-5270.000	MARY GARTNER	1	6	52.52	Y	1	1		N	N
320-6380.001	BERNIAL MAURICE	1	6	211.40	Y	1	1		N	N
320-6766.001	DONALD HESSON	1	6	190.38	Y	1	1		N	N
325-2562.005	DAVID SMITH	1	6	405.62	Y	1	1		N	N
330-1783.008	SYLVIA A YOUNG	1	6	156.76	Y	1	1		N	N
330-1852.007	CHRIS RASCIONATO	1	6	45.69	Y	1	1		N	N
330-2275.004	EUGENE MOSES	1	6	382.75	Y	1	1		N	N
335-0130.002	KIM BRADFORD	1	6	100.79	Y	1	1		N	N
335-0310.003	JANIE SILVERMAN	1	6	127.87	Y	1	1		N	N
335-0580.000	MARGARET DIGRAZIA	1	6	15.23	Y	1	1		N	N
335-0730.004	SHARON LEMLEY	1	6	114.07	Y	1	1		N	N
335-0730.005	JOHN H SANDHAAS	1	6	29.60	Y	1	1		N	N
335-2312.006	FLOR SERRANO	1	6	538.68	Y	1	1		N	N
338-0111.004	NOEL & ANGELA QUILES	1	6	565.89	Y	1	1		N	N
338-0860.003	VICTORIA WISSIG	1	6	14.83	Y	1	1		N	N
338-1133.005	PETER A PEKICH	1	6	66.11	Y	1	1		N	N
338-1520.014	CARRANZA A ELMER	1	6	242.81	Y	1	1		N	N
338-2003.011	AMADO D VELAQUEZ ROQUE	1	6	70.93	Y	1	1		N	N
338-2721.004	JULISSA RODRIGUEZ	1	6	327.58	Y	1	1		N	N
340-0503.008	JASON ALLEN JONES	1	6	953.55	Y	1	1		N	N
340-0722.010	DEBORAH M BOTKE	1	6	18.10	Y	1	1		N	N
340-2310.002	ALBA Y LOPEZ	1	6	683.59	Y	1	1		N	N
345-0851.002	ADRIANNE RUTHERFORD	1	6	135.58	Y	1	1		N	N
345-2475.001	GERHARD BALK	1	6	1,300.35	Y	1	1		N	N
360-0072.006	CHELDRY C TAVAREZ	1	1	378.69	Y	1	1		N	N
360-0194.009	CARLOS SOSA	1	1	19.03	Y	1	1		N	N
360-0280.016	ALTAGRACIA DIAZ ARGUETA	1	1	281.75	Y	1	1		N	N
360-0381.018	FRANCISCO VAVAL	1	1	51.30	Y	1	1		N	N
360-0516.017	CLAUDINA CRUZ MORALES	1	1	173.43	Y	1	1		N	N
360-0548.025	LEONEL R OSCAR	1	1	253.38	Y	1	1		N	N
360-0690.009	OLGA SAMBRANO & CARLOS RE	1	1	23.52	Y	1	1		N	N
360-0740.018	MARCUS DOCKERY & BRITNEY	1	1	239.79	Y	1	1		N	N
360-0790.013	VICTORIA JUAREZ	1	1	156.12	Y	1	1		N	N
360-0820.006	STEVEN R TORRES	1	1	238.13	Y	1	1		N	N

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360-0841.007	ESPERANCIA EXAVIER	1	1	58.22	Y	1	1		N	N
360-1083.003	TAIWANA WHITE	1	1	36.48	Y	1	1		N	N
360-1214.021	DARBY WILLIAMS	1	1	201.27	Y	1	1		N	N
360-1441.016	CANDIDA E CHAVEZ	1	1	59.77	Y	1	1		N	N
360-1748.015	ANOLINO SANTOS	1	1	160.24	Y	1	1		N	N
360-1751.010	CAROLINA HERNANDEZ	1	1	96.53	Y	1	1		N	N
360-3193.006	ANA M RODRIGUEZ	1	1	68.34	Y	1	1		N	N
360-3363.002	CHARMAN MORALES	1	1	17.89	Y	1	1		N	N
370-0493.004	DANIEL TORRES ECHAVARRIA	1	1	32.89	Y	1	1		N	N
370-2072.009	PATRICIA GUANDO	1	1	91.21	Y	1	1		N	N
370-2133.001	DORIS PINKUS	1	1	14.89	Y	1	1		N	N
370-3161.011	ALVARENGA PORFIRIO	1	1	287.22	Y	1	1		N	N
371-2111.000	HELEN M EBERT	1	2	28.17	Y	1	1		N	N
371-2136.015	JOSE R DIAZ	1	2	84.02	Y	1	1		N	N
371-2260.013	RICHY NUNEZ	1	2	78.42	Y	1	1		N	N
371-2378.009	MR MICHAEL A. FINE	1	2	18.75	Y	1	1		N	N
371-2385.009	MHAIL CHRYSOVALANTIS LOU	1	2	256.45	Y	1	1		N	N
371-2450.003	IVONNE A & CESAR FLORES	1	2	111.06	Y	1	1		N	N
371-2587.008	OSCAR ROSA	1	2	94.74	Y	1	1		N	N
371-2653.018	HASHIM ABDO ALZUNDANI	1	2	91.39	Y	1	1		N	N
371-2662.007	JASMIN FELDER	1	2	49.12	Y	1	1		N	N
371-2936.005	ERIC MELO	1	2	293.26	Y	1	1		N	N
371-3246.018	SANTANA GOES	1	2	14.03	Y	1	1		N	N
371-3271.022	QIN WANG	1	2	19.05	Y	1	1		N	N
371-3534.010	TEODORO RODRIGUEZ-CABA	1	2	151.02	Y	1	1		N	N
371-3546.006	RAMON ABREU	1	2	19.37	Y	1	1		N	N
371-3653.018	MARIO HERRERA	1	2	35.72	Y	1	1		N	N
371-4123.000	PATRICIA A SLINEY	1	2	124.46	Y	1	1		N	N
372-0113.011	DAURY COLLADO	1	2	19.98	Y	1	1		N	N
372-3974.011	SHAUN M GOPAUL	1	2	.50	Y	1	1		N	N
372-4176.013	MARIE I BEAUVOIR	1	2	137.80	Y	1	1		N	N
372-4309.027	LEIVY DEL CARMEN RODRIGUE	1	2	19.33	Y	1	1		N	N
372-4463.008	PAUL M MALLORY DRAKE	1	2	34.59	Y	1	1		N	N
373-0212.007	STEPHANIE WILLIAMS	1	2	15.11	Y	1	1		N	N
374-6901.001	DONALD C CARCICH	1	2	7.07	Y	1	1		N	N
374-8740.008	JUNARD HOUSE	1	2	31.83	Y	1	1		N	N
374-8744.003	JUNARD HOUSE	1	2	22.39	Y	1	1		N	N
374-8925.007	JUNARD HOUSE	1	2	92.36	Y	1	1		N	N
380-0386.012	JONATHAN A GARCIA	1	2	23.94	Y	1	1		N	N
380-1425.009	CARLOS J VICIOSO DURAN	1	7	25.48	Y	1	1		N	N
380-3293.006	LESLIE G MERZ	1	2	10.62	Y	1	1		N	N
381-4630.010	ANDREW RAMIREZ	1	2	59.11	Y	1	1		N	N
381-4650.008	ANDREW RAMIREZ	1	2	141.86	Y	1	1		N	N

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381-4939.014	ANGIE M. MORALES SOLIS	1	2	20.79	Y	1	1		N	N
381-4989.007	ELIZABETH MARGARITA ABREU	1	2	310.65	Y	1	1		N	N
381-5467.010	JULIO SANTOS PALACIOS	1	2	101.62	Y	1	1		N	N
381-5525.009	JUAN ROA ABREU & MARIA RO	1	2	96.46	Y	1	1		N	N
381-8074.013	YENNIFER ALVAREZ DE LIZ	1	2	11.19	Y	1	1		N	N
381-8588.011	YUNYING ZHU	1	2	8.90	Y	1	1		N	N
381-9083.013	EDUVIJIS CORTEZ	1	2	88.30	Y	1	1		N	N
384-0751.020	PEDRO O GALEAS	1	3	16.92	Y	1	1		N	N
384-0830.014	SUSAN LEMBEKE	1	3	136.63	Y	1	1		N	N
384-1193.015	FELIX NAZARIO RAQUEL GARC	1	3	91.88	Y	1	1		N	N
384-1350.005	YASNA E CARRASCO	1	3	74.71	Y	2	1		N	N
384-1355.008	RUBEN EDUARDO TRUJILLO	1	3	20.18	Y	1	1		N	N
384-1485.017	FANNY C VARELA MALDONADO	1	3	13.93	Y	1	1		N	N
384-1574.008	ESSEM BOURSQUOT	1	3	124.01	Y	1	1		N	N
384-1643.018	DIOGENES REYES-RODRIGUEZ	1	3	12.49	Y	1	1		N	N
384-1976.013	ELSY BERNAL	1	3	20.80	Y	1	1		N	N
384-2175.008	MARY R TORRES	1	3	116.69	Y	1	1		N	N
384-2394.011	PAMELA L PRYSOCK	1	3	242.99	Y	1	1		N	N
384-5210.004	FRANK H FERNANDEZ	1	3	120.22	Y	1	1		N	N
390-1470.011	RENEE PALERMO	1	3	165.37	Y	1	1		N	N
390-2240.015	MARISA W MONTANA	1	3	1,030.87	Y	1	1		N	N
390-3430.006	GARY W HANTVERK	1	3	779.43	Y	1	1		N	N
390-3490.006	RUTH VELTRE	1	3	48.34	Y	1	1		N	N
390-4100.012	JESSICA KRAMER	1	3	114.34	Y	1	1		N	N

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 TOTAL FOR ELECTRIC 80,054.32

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 GRAND TOTALS 80,054.32

**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

February 20, 2023

**To: Mayor Robert T. Kennedy  
Board of Trustees**

**Re: Replacement of floor at Fire Headquarters**

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As you are aware, we had suffered damage to the 2<sup>nd</sup> floor of Fire Headquarters due to a wind storm. We subsequently settled the insurance claim for \$ 235,087.34 and have now begun the restoration process. Part of which is the replacement of the flooring on the 2<sup>nd</sup> floor of Fire Headquarters.

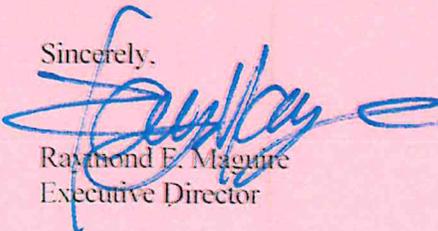
We respectfully request your permission to execute a Purchase Order for \$ 59,352.00 with Milburn Flooring 20 35<sup>th</sup> St Copiague, NY 11726 (see proposal attached).

The IVF has had prior experiences with this company with very positive results. They are on the NY OGS Contract # PC69409.

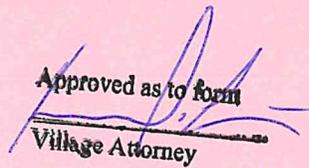
Funding will be from Insurance Proceeds of which Account A341004545305 Unexpected Expense FD Roof has been set up.

If you have any questions, please feel free to contact me.

Sincerely,



Raymond F. Maguire  
Executive Director



Approved as to form

Village Attorney

2/23/2023

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

**WHEREAS**, the Freeport Fire Department suffered damage to the 2<sup>nd</sup> floor of Fire Headquarters due to a windstorm; and

**WHEREAS**, the insurance claim was settled in the amount of \$235,087.34, and the restoration process has begun; and

**WHEREAS**, replacement of the flooring on the 2<sup>nd</sup> floor of fire headquarters is one item part of the restoration process; and

**WHEREAS**, Milburn Flooring, 20 35<sup>th</sup> Street, Copiague, New York 11726, a company on the New York OGS Contract #PC69409, has submitted a proposal in the amount of \$59,352.00; and

**WHEREAS**, this floor replacement will be funded by Account A341004 545305 Unexpected Expenses, with funding coming from insurance proceeds; 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 sign any documentation to approve a contract with and execute a purchase order with Milburn Flooring, 20 35<sup>th</sup> Street, Copiague, New York 11726 in the amount of \$59,352.00 for replacement of 2<sup>nd</sup> floor flooring at Fire Headquarters.

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

2/23/2023

# Milburn Flooring

SINCE 1959

## Proposal # P2222617-1

11/3/2022

Freeport Fire Department  
15 Broadway  
Freeport, NY 11520

Contact: Raymond F Maguire  
Email: rmaguire@freeportny.gov  
Phone: (516) 377-2190 | Fax: (516) 377-2499

Job: Freeport FD - Various Areas as per Plan

Mannington Mills, Inc. OGS# PC69409 Contract

- **FURNISH**  
NR4 - LVT | No Reservations  
Color: To Be Selected  
Mannington Mills, Inc. OGS# PC69409  
8,300.00 SF @ \$2.99 \$24,817.00  
NYS OGS List Price \$4.11
- **INSTALL**  
LVT Installation Includes All Adhesives  
Mannington Mills, Inc. OGS# PC69409  
8,300.00 SF @ \$2.85 \$23,655.00  
NYS OGS List Price \$4.00
- **FURNISH & INSTALL**  
Install 4" Base All Adhesives Included  
Color: To Be Selected  
Mannington Mills, Inc. OGS# PC69409  
1,200.00 LF @ \$2.15 \$2,580.00  
NYS OGS List Price \$2.75
- **FURNISH & INSTALL**  
1/8" Skim Coat (material included)  
Light Patch Over Existing Tile  
Mannington Mills, Inc. OGS# PC69409  
8,300.00 SF @ \$1.00 \$8,300.00  
NYS OGS List Price \$1.75

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Setting a Higher Standard in Floor Covering

20 35th Street, Copiague, NY 11726 • Tel: 631.842.1600 / Fax: 631.768.9056 • milburnflooring.com

# Milburn Flooring

SINCE 1959

## Proposal # P2222617-1

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NOTE: Proposal includes the following areas: Halls, Meeting Room, Offices, Council Meeting Room, Chief Offices & Coffee Room.

NOTE: Village is responsible for the removal and demo of existing flooring as needed.

Grand Total      \$59,352.00

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We at Milburn Mills look forward to serving your needs. If you have any questions or concerns, please feel free to contact me at the number listed. Thank you.

Sincerely,

John Schneider

Account Representative

(See next page for acceptance)

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Setting a Higher Standard in Floor Covering

20 35th Street, Copiague, NY 11726 • Tel: 631.842.1600 / Fax: 631.768.9056 • milburnflooring.com

# Milburn Flooring

SINCE 1959

## Proposal # P2222617-1

**We hereby propose to furnish material and labor complete in accordance with the above specifications for the sum of: Fifty Nine Thousand Three Hundred Fifty Two Dollars and No Cents.**

All material is guaranteed to be as specified, and all work will be completed in a workman-like manner according to standard practices. Our installers are not responsible for the following:

1. The removal of plumbing fixtures, electrical fixtures, or gas appliances
2. The connecting and/or disconnecting of IT related equipment (computers, printers, etc.)
3. The cutting of doors
4. Obstacles and breakables which have not been cleared from the work area at the time of installation
5. Damage due to structural settling or movement

Customer understands that there may be dye-lot variations from samples. Carpet pile crushing, matting, soiling, roll marks or tile shade variations are not considered to be manufacturing defects. For Wood/Sports Flooring, customer is responsible for:

1. Removal of all gym equipment
2. Allowing a minimum of 72 hours of recovery time before any activities are resumed
3. Maintenance of athletic schedule to ensure all practices and activities will be held during appropriate times
4. Taking necessary precautions regarding fire alarms while work is being performed

**Note: This proposal may be withdrawn by us if not accepted within 60 days.**

**TERMS & CONDITIONS:** Payment shall be made to Milburn Sales Co. Inc., d.b.a. Milburn Flooring Mills, Copiague, New York 11726, for the amount owed as follows: 33% deposit required to proceed with sales order; 33% payment due prior to shipping; balance due upon job completion. Proper supporting documentation such as materials provided, services rendered, and certified payroll shall be provided with all payments. If any invoice is not paid when due, interest may be added to and payable on all overdue amounts at the maximum percentage allowed under applicable New York laws. Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. Notification via certified mail of any concerns in quality of service or materials must be received immediately upon completion of service. Milburn Sales Co. Inc.'s acceptance of award or purchase order in no way indicates an agreement of issuers terms and conditions.

**INSTALLATION WARRANTY:** Milburn Flooring is proud to offer an extended 18-month guarantee on all new flooring installations. During this 18-month timeframe if an installation issue exists please contact your salesperson for assistance so we may schedule a site inspection to determine the appropriate corrective action. Delays in payment may result in cancellation of warranty work. All warranty issues that may be present in no way shall defer payment(s) due. Warranty work relating to Material Issues may require manufacturer inspection prior to work being performed. Performing work prior to manufacturer approval of warranty claim may void the warranty and all necessary work will be required to be paid by the customer. Please note: Installation issues that are reported outside the 18-month timeframe will be handled on a case by case basis and may constitute a new Proposal and Purchase Order prior to starting any work.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

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Signature of Acceptance

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Print Name

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Date

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Setting a Higher Standard in Floor Covering

20 35th Street, Copiague, NY 11726 • Tel: 631.842.1600 / Fax: 631.768.9056 • milburnflooring.com

AMTICO LUXURY VINYL TILE PRODUCTS (LVT)							
PRODUCT NUMBER	PRODUCT CODE / STYLE NAME	DESCRIPTION	UOM	LIST	SOURCEWELL PRICE (*NTE)	% Off List	
AS	Amtico Standard	Abstract: 45 sf - 12" x 12", 45 sf - 12" x 18", 40 sf - 12" x 24", 45 sf - 18" x 18" / Stone: 45 sf - 12" x 12", 45 sf - 12" x 18", 40 sf - 12" x 24", 45 sf - 18" x 18", 45 sf - 18" x 36", 42 sf - 18" x 48" / Wood: 45 sf - 3" x 36", 45 sf - 4.5" x 36", 45 sf - 6" x 36", 45 sf - 9" x 36", 43 sf - 7.25" x 48", 45 sf - 9" x 48" (40 mil LVT with micro-beveled edges)	SF	\$7.12	\$4.92	31%	
ASX	Amtico Standard Xtra Collection	4.5"x36"; 18"x18"; 18"x36"; (40 mil LVT with micro-beveled edges)	SF	\$8.24	\$5.71	31%	
AA	Amtico Advanced	12"x18" 42sf/ct; 12"x24" 40sf/ct; 18"x18" 40sf/ct; 18"x36" 40sf/ct; 18"x48" 42sf/ct; 3"x36" 45sf/ct; 4.5"x36" 45sf/ct; 6"x36" 45sf/ct; 9"x36" 45sf/ct; 7.25"x48" 43sf/ct; 9"x48" 45sf/ct; (40 mil LVT with micro-beveled edges)	SF	\$8.24	\$5.71	31%	
AAX	Amtico Advanced Xtra Collection	(40 mil LVT with micro-beveled edges)	SF	\$9.59	\$6.41	33%	
ACCE	Access	5.91"x39.37" 19.38sf/ct; 17.7"x17.7" 21.79sf/ct; (20 mil LVT with micro-beveled edges)	SF	\$7.25	\$5.07	30%	
ANTHOL	Amtico Anthology	Abstract (12"x12" 45sf/ct; 12"x18" 45sf/ct; 12"x24" 40sf/ct; 18"x18" 45sf/ct), Stone (12"x12"-45sf/ct; 12"x18"-45sf/ct; 12"x24"-40sf/ct; 18"x18"-45sf/ct; 18"x48" 42sf/ct), Wood (3"x36" 45sf/ct; 4.5"x36" 45sf/ct; 6"x36" 45sf/ct; 9"x36" 45sf/ct; 7.25"x48" 43sf/ct; 9"x48" 45sf/ct), 40mil LVT with micro-beveled edges	SF	\$7.12	\$4.92	31%	
MARIN	Amtico Marine	3"x36"; 4.5"x36"; 6"x36"; 9"x36"; 7.25"x48"; 12"x12"; 12"x18"; 18"x18"; 12"x24"; 18"x24"; 18"x36"X; 24"x48"X; (20 mil LVT with micro-beveled edges)	SF	\$10.07	\$7.04	30%	
NORWON	Amtico Northern Wonder	6"x48" 48sf/ct; 12"x24" 36sf/ct; (40 mil LVT with micro-beveled edges)	SF	\$8.24	\$5.71	31%	
SIGLAY	Amtico Signature Layouts	Various - Style Dependent, 40mil LVT with micro-beveled edges	SF	\$12.18	\$8.51	30%	
DR30	Drift Collection	Abstract: 36 sf - 12" x 24", 48 sf - 6" x 48" / Stone: 36 sf - 12" x 24", 40.5 sf - 18" x 36" / Wood: 43.5 sf - 7.25" x 48" 48 sf - 6" x 48" (30 mil LVT with micro-beveled edges)	SF	\$6.54	\$4.58	30%	
CIRR	Circo	45 sf - 4.5" x 36", 45.81 sf - 7.25" x 48", 48 sf - 12" x 24", 45 sf - 18" x 18" (20 mil LVT with micro-beveled edges)	SF	\$8.70	\$6.08	30%	
MCC	Mannington Crown Collection	7"x48" 14.01sf/ct; (20 mil LVT Solid Core construction with micro-beveled edges featuring a FloorArmor core and locking technology)	SF	\$8.07	\$5.64	30%	
MIX	Mixed Monolith (20 mil)	Edge 12"x48"; Poured 6"x48", 18"x48"; Scored 6"x48" (20mil LVT with micro-beveled edges (non-ortho phthalate construction))	SF	\$7.25	\$5.07	30%	
NR4	No Reservations	29 sf - 7.25" x 48", 18 sf - 6" x 36", 22 sf - 12" x 24" (20 mil LVT with micro-beveled edges)	SF	\$5.88	\$4.11	30%	
PORT30	Portland Collection (Amtico 30)	6"x48" 48sf/ct; (30 mil LVT with micro-beveled edges)	SF	\$6.54	\$4.58	30%	
SS	Spacia Standard (20 mil)	Stone: 12"x12" 27sf/ct; 12"x18" 27sf/ct; 18"x18" 27sf/ct; 7.25"x48" 21.75sf/ct; Wood: 4"x36" 27sf/ct; 7.25"x48" 21.75sf/ct; Abstract: 12"x12" 27sf/ct; 12"x18" 27sf/ct; 18"x18" 27sf/ct; 7.25"x48" 21.75sf/ct; (20 mil LVT with micro-beveled edges)	SF	\$5.02	\$3.51	30%	
SS4MM	Spacia 4mm Custom	4mm custom: 29 sf - 7.25" x 48", (20 mil LVT with micro-beveled edges)	SF	\$5.88	\$4.11	30%	
SF12M	Spacia First (12mil)	12"x12" 27sf/ct; 12"x24" 36sf/ct; 18"x18" 27sf/ct; 18"x18" 27sf/ct; 6"x36" 27sf/ct; 7.25"x48" 21.75sf/ct; (12 mil LVT with micro-beveled edges)	SF	\$4.17	\$2.92	30%	
SF20M	Spacia First 20 (20mil)	6"x36" 27sf/ct; 7.25"x48" 21.75sf/ct; (20 mil LVT with micro-beveled edges)	SF	\$4.58	\$3.20	30%	
QuickStix for LVT (ADD ON OPTION - NOT REQUIRED)			Pre-applied adhesive REQUIRES PRIMER 1400sf minimum	SF	n/a	\$1.68	n/a

MANNINGTON LUXURY VINYL TILE PRODUCTS (LVT)						
PRODUCT NUMBER	PRODUCT CODE / STYLE NAME	DESCRIPTION	UOM	LIST	NEW SOURCEWELL PRICE (*NTE)	% Off List

State of NY Contract #PC69409  
 SOURCEWELL - 080819-MMI  
 Effective Dates: 2/11/2022

SA #40000803

**MANNINGTON COMMERCIAL LABOR**

		NY Pricing
Installation - Broadloom	SY	\$13.50
Installation - Carpet Tiles	SY	\$11.25
Removal of Broadloom (standard)	SY	\$6.00
Removal of Carpet Tile (standard)	SY	\$5.60
MACHINE RIP for broadloom	SY	\$8.10
Carpet Disposal	SY	\$3.00
Install VCT	SF	\$2.00
Removal of VCT	SF	\$1.25
Sheet Vinyl Install-	SY	\$28.00
Sheet Vinyl- Heat Weld	LF	\$9.00
Flash Cove - 4"	LF	\$3.50
Flash Cove - 6"	LF	\$5.00
Flash Cove Corners	per cnr	\$45.00
LVT Installation	SF	\$4.00
Rubber tile Installation	SF	\$4.50
Removal of resilient flooring	SF	\$1.25
Removal of LVT	SF	\$2.75
Removal of rubber	SF	\$2.75
Removal of cove base	LF	\$0.80
Install 4" Base	LF	\$2.75
Install 6" Base	LF	\$3.25
Transitions Installation	LF	\$3.75
Install Rubber Stair Tread	LF	\$16.50
Install Rubber Stair Riser	LF	\$7.00
Install Stair Nosing	LF	\$7.00
1/8" Skim Coat (material included)	SF	\$1.75
self level - incl. (labor,mat., & Primer)	SF	\$4.20
Removal of Plywood	SF	\$3.80
Furnish & install 1/4" Plywood	SF	\$4.50
Remove / Scrape old Adhesive	SF	\$1.00
Furniture Moving - Light	SY	\$5.50
Furniture Moving - Medium	SY	\$7.25
Furniture Moving - Heavy System	SY	\$20.00
Furniture Moving - Lift System	SY	\$20.00
Installation ADD ON - Night/Weekend	EACH	add 40%
Installation ADD ON- Sunday	EACH	add 80%
Floor Prep - Materials and Labor	HOUR	\$180.00
Moisture Mitigation (bead blast, primer, Ardex MC Rapid & leveler)	SF	\$7.75

Moisture Mitigation is to be performed when moisture levels are found to be too extreme for installation of Mannington products. This action is required in order for Mannington products to be installed and meet the performance standards and maintain warranties of these products. This is only used when a moisture test shows that this is required for installation of flooring products.

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

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To: Mayor Robert T. Kennedy

From: Nora E. Sudars, Grants Administrator

Date: February 16, 2023

RE: FY2020 Critical Infrastructure Grant – Security Cameras at Cow Meadow Park

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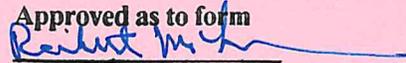
Please be advised that the above captioned grant agreement with New York State Dept. of Homeland Security and Emergency Services (DHSES) will expire on August 31, 2023. The agreement is for \$49,148.00 and is for the purchase and installation of security cameras and license plate readers at Cow Meadow Park. DHSES has approved an extension of the grant agreement until August 31, 2024.

I am requesting that the Board of Trustees authorize you to execute the extension and any future extensions on behalf of the Village of Freeport, submit documentation, and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, it's governing body, in all matters related to the Project and to State assistance;

Thank you.

  
\_\_\_\_\_  
Nora E. Sudars

Cc: M. Smith  
A. Berg

Approved as to form  
  
\_\_\_\_\_  
Deputy Village Attorney

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

**WHEREAS**, on October 19, 2022, the Board approved a State Assistance Contract for the purchase and installation of a perimeter comprehensive surveillance system at Cow Meadow Park; and

**WHEREAS**, the Village of Freeport has been awarded a \$49,148.00 FY2020 Critical Infrastructure Grant administered by the New York State Department of Homeland Security and Emergency Services (DHSES) for the purchase and installation of a perimeter comprehensive surveillance system at Cow Meadow Park; and

**WHEREAS**, funding for this initiative is provided by the U.S. Department of Homeland Security's (OHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES); and

**WHEREAS**, the total project cost is \$49,148.00 with no local match; and

**WHEREAS**, the grant agreement will currently expire on August 31, 2023; and

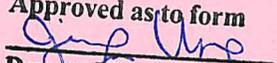
**WHEREAS**, the DHSES has approved an extension of the grant agreement until August 31, 2024; and

**WHEREAS**, the Grants Administration is requesting that the Board of Trustees for the Incorporated Village of Freeport determine that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to assistance under the Critical Infrastructure Grant Program; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized to sign any and all documentation necessary to execute the State Assistance Contract extension, submit documentation, and otherwise act for the Board of Trustees for the Incorporated Village of Freeport in all matters related to the project.

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: Nora E. Sudars, Grants Administrator October 20, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Village of Freeport has been awarded a \$49,148.00 FY2020 Critical Infrastructure Grant administered by the New York State Department of Homeland Security and Emergency Services (DHSES) for the purchase and installation of a perimeter comprehensive surveillance system at Cow Meadow Park; and

**WHEREAS**, funding for this initiative is provided by the U.S. Department of Homeland Security's (OHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES); and

**WHEREAS**, the total project cost is \$49,148.00 with no local match; and

**WHEREAS**, the Grants Administration is requesting that the Board of Trustees for the Incorporated Village of Freeport determine that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to assistance under the Critical Infrastructure Grant Program; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized to sign any and all documentation necessary to execute the State Assistance Contract, submit documentation, and otherwise act for the Board of Trustees for the Incorporated Village of Freeport in all matters related to the project.

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:

<u>X Auditor</u>	<u>X Electric Utilities</u>	<u>X Registrar</u>
<u>X Assessor</u>	<u>X Fire Dept.</u>	<u>X Rec. Center</u>
<u>X Attorney</u>	<u>X File</u>	<u>X Treasurer</u>
<u>X Bldg. Dept.</u>	<u>X Personnel</u>	<u>X Dep. Treasurer</u>
<u>Board &amp; Comm.</u>	<u>X Police Dept.</u>	<u>X Dep. V. Clerk</u>

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

**To: Mayor Robert T. Kennedy**

**From: Conor Kirwan- Executive Director of Human Resources**

**Date: January 27, 2023**

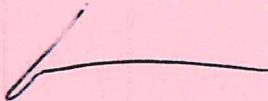
**RE: Consulting Agreement – Brian Jockers**

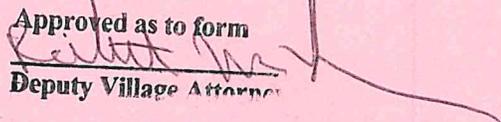
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Attached please find a consulting agreement with Brian Jockers, 521 Syracuse Ave, Massapequa, New York 11758 effective retroactive to January 9, 2023 through January 31, 2023. The agreement provides for consulting services, performed in relation to the operation of the Village's Strategic Operations Command room.

The services will be billed at the hourly rate of \$19.50 per hour with a not to exceed cost of \$5,000. The cost of this contract will be charged to A312001 510300. There is sufficient funding available to cover the cost of this agreement.

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 consultant for services, performed in relation to the operation of the Village's Strategic Operations Command room; and

**WHEREAS**, the Village is requesting a personal services agreement with Brian Jockers, 521 Syracuse Ave., Massapequa, NY 11758 effective retroactive to January 9, 2023 through January 31, 2023; 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 \$19.50 per hour, with a not-to-exceed cost of \$5,000; and

**WHEREAS**, the cost of this contract will be charged to A312001 510300 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 Brian Jockers, 521 Syracuse Ave., Massapequa, NY 11758 effective retroactive to January 9, 2023 through January 31, 2023 at the hourly rate of \$19.50 per hour, with a not-to-exceed cost of \$5,000.

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

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Brian Jockers**

**January 9, 2023 through January 31, 2023**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 Brian Jockers, located at 521 Syracuse Ave, Massapequa, New York 11758 (hereinafter referred to as "Jockers"):

### WITNESSETH:

WHEREAS, Jockers, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its LPR Program from time to time, in particular the coordination of a Police Department plan, and,

WHEREAS, Jockers, 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 Jockers as an independent contractor, and Jockers hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on January 9, 2023 and shall terminate on January 31, 2023. IVF reserves the right to terminate this agreement upon five (5) days written notice to Jockers.

3. Compensation.

For all services rendered by Jockers under this Agreement, the IVF shall pay a fee not to exceed \$5,000 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$19.50 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Jockers and submitted to the Police Department for processing.

4. Duties

Jockers shall provide the following services to IVF:

Assist in the operation and analysis of data gathered by the License Plate Reader (LPR) program. Assist in the location of village parking scofflaws. Assist in the management of found property and evidence. Manage impounded vehicles and coordinate their release.

5. Extent of Services.

Jockers shall devote such time, attention and energies to the IVF as is required. Jockers 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.

Jockers acknowledges and agrees that this contract shall not give or extend to Jockers 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 Jockers under the terms of this Agreement.

7. Death or Disability

If due to disability or prolonged illness (more than 30 consecutive days) Jockers is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to Jockers.

8. Assignment.

This Agreement may not be assigned by Jockers 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

Brian Jockers  
521 Syracuse Ave  
Massapequa, New York 11758

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.

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

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**

\_\_\_\_\_  
**BRIAN JOCKERS**

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: February 17, 2023

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**RE: 2023 SUPPLY OF CAR TIRES – REBID**

No bids were received on January 10, 2023 for the above mentioned purchase Contract and therefore it will be necessary to rebid the Contract. The Contract is for the purchase of new tires for Village of Freeport vehicles. Due to the total annual cost for these items, it is necessary to publicly bid these items. It is estimated that this Contract will be approximately \$24,000.00 and funding will come out of the annual fiscal budget for the Village Garage (A164004 541000). The contract will be for a term of one year beginning upon award and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on March 2, 2023. Bid documents will be available from March 6, 2023 through March 17, 2023. Bids will have a returnable date of March 21, 2023 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



---

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

Approved as to form



**Deputy Village Attorney**

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

**WHEREAS**, on December 12, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “2023 Supply of Car Tires”; and

**WHEREAS**, no bids were received on January 10, 2023 for the above-mentioned purchase Contract and therefore it will be necessary to rebid the Contract; and

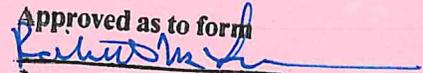
**WHEREAS**, it is necessary to bid these items since the estimated contract will be approximately \$24,000.00 and funding will come out of the annual fiscal budget for the Village Garage (A164004 541000); and

**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

**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 Supply of Car Tires - Rebid” in the Freeport Herald and other relevant publications of general circulation on March 2, 2023, with bid documents available from March 6, 2023 through March 17, 2023, with a return date of March 21, 2023, with bids scheduled to be opened at 11:00 am.

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

**WHEREAS**, the Village Garage needs to purchase new tires for Village vehicles; and

**WHEREAS**, it is necessary to bid these items since the estimated contract will be approximately \$22,000.00 and funding will come out of the annual fiscal budget for the Village Garage (A164004 541000); 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

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

## NOTICE TO BIDDERS

### 2023 SUPPLY OF CAR TIRES – REBID

### FOR

### THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

### 2023 SUPPLY OF CAR TIRES – REBID

until 11:00 A.M. on **March 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, 1<sup>st</sup> 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 March 6, 2023 until 4:00 P.M. March 17, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – March 2, 2023  
Freeport Herald

**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: February 10, 2023

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**Re: 2022 FURNISHING CALCIUM HYPOCHLORITE (TABLET)  
FOR FREEPORT VILLAGE POOLS**

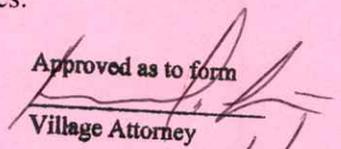
At the Village Board of Trustees meeting on January 10, 2022, the referenced purchase contract was awarded to Commercial Clearwater, PO Box 909, Plandome, N.Y. 11030 for \$99,000.00. The Contract was set up as a one-year contract expiring on February 28, 2023, with two one-year extensions at no increase in the contract. Fiscal Year to date, we have spent approximately \$44,639.06 under this contract. Funding for this purchase is from the Recreation Center Operating Budget (A714004 541100).

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

Accordingly, we are recommending that the contract “**2022 FURNISHING CALCIUM HYPOCHLORITE (TABLET) FOR FREEPORT VILLAGE POOLS**”, be extended for an additional year, From March 1, 2023 until February 29, 2024, to Commercial Clearwater, PO Box 909, Plandome, N.Y. 11030, with no increase in the unit prices.



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

Approved as to form  
  
Village Attorney

2/10/2023

Encl.  
c.

V. Dinielli, Rec. Center Manager

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

**WHEREAS**, on January 10, 2022, the Board awarded the bid for 2022 Furnishing of Calcium Hypochlorite (Tablet) for Freeport Village Pools to Commercial Clearwater of P.O. Box 909, Plandome, New York, 11030, in an amount of \$99,000.00, for the period beginning March 1, 2022 and ending February 28, 2023, with an option for two (2) one-year extensions if mutually agreeable; and

**WHEREAS**, the fiscal year to date, the Village has spent approximately \$44,639.06 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Contract and the Contractor has agreed on this extension; and

**WHEREAS**, the contract extension with Commercial Clearwater, P.O. Box 909, Plandome, New York, 11030, will be for a term beginning March 1, 2023 and ending February 29, 2024, with no increase in the unit prices; and

**WHEREAS**, funding for this purchase is from the Recreation Center Operating Budget (A714004 541100); 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 extend the contract for the 2022 Furnishing of Calcium Hypochlorite (Tablet) for Freeport Village Pools with Commercial Clearwater, P.O. Box 909, Plandome, New York, 11030, for a term beginning March 1, 2023 and ending February 29, 2024, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form  
Village Attorney  
2/10/2023

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: Robert R. Fisenne, Superintendent of Public Works 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 Squeri, seconded by Trustee Martinez that the following resolution be adopted:

**WHEREAS**, The Village of Freeport has solicited bids for the purchase of Calcium Hypochlorite (Tablets) for disinfection of Randall Park Pool, Martin Luther King Pool, and the Recreation Center Pools by the Department of Public Works; and

**WHEREAS**, five (5) bids were distributed and one (1) bid was received on December 21, 2021; and

**WHEREAS**, the sole bid submitted was that of Commercial Clearwater, P.O. Box 909, Plandome, New York, 11030 in an amount of \$99,000.00; and

**WHEREAS**, the Superintendent of Public Works has recommended that the Board award this bid to Commercial Clearwater of P.O. Box 909, Plandome, New York, 11030 in an amount of \$99,000.00, noting that Commercial Clearwater has been the supplier of Calcium Hypochlorite Tablets for Village pools since 2010; and

**WHEREAS**, there are sufficient funds in budget line A714004 541100 to cover the cost of the contract; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for 2022 Furnishing of Calcium Hypochlorite (Tablet) for Freeport Village Pools to Commercial Clearwater of P.O. Box 909, Plandome, New York, 11030 in an amount of \$99,000.00, for the period beginning March 1, 2022 and ending February 28, 2023, with an option for two (2) one-year extensions if mutually agreeable.

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

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2022 FURNISHING CALCIUM HYPOCHLORITE (TABLET)  
FOR FREEPORT VILLAGE POOLS

CONTRACTOR: Commercial Clearwater

DATE: October 20, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: Keith Mellich DATE: 1/6/23  
(CONTRACTOR)

ACCEPTED BY: RAP DATE: 2/10/23  
(ENGINEER)

**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: February 10, 2023

---

**Re: 2022 ELECTRICAL WORK REQUIREMENTS CONTRACT**

At the Village Board of Trustees meeting on February 7, 2022, the referenced requirements contract was awarded to Palace Electrical, 3558 Park Avenue, Wantagh, N.Y. 11793 for \$53,020.00. The Contract was set up as a one year contract with two one year extensions at no increase in the contract prices.

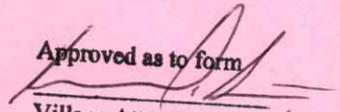
Fiscal year to date we have spent \$33,106.00 under this contract. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

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

Accordingly we are recommending that the contract “**2022 ELECTRICAL WORK REQUIREMENTS CONTRACT**” be extended for an additional year, from March 1, 2023 until February 29, 2024, to Palace Electrical, 3558 Park Avenue, Wantagh, N.Y. 11793, with no increase in the unit prices.



Robert R. Fisenne, P.E.

Approved as to form  
  
Village Attorney 2/10/2023

Encl.

It was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption that:

**WHEREAS**, on February 7, 2022, the Board awarded the bid for the “2022 Electrical Work Requirements Contract” to Palace Electrical, 3558 Park Avenue, Wantagh, New York 11793, in the amount of \$53,020.00, for a term beginning March 1, 2022 and ending February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, the fiscal year to date, the Village has spent \$33,106.00 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Contract and the Contractor has agreed on this extension; and

**WHEREAS**, the contract extension with Palace Electrical, 3558 Park Avenue, Wantagh, New York 11793, will be for a term beginning March 1, 2023 and ending February 29, 2024, with no increase in the unit prices; and

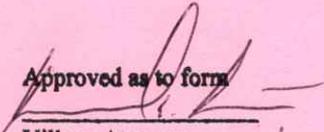
**WHEREAS**, the cost for these services will be charged to various Village accounts depending on where the work is performed; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to extend the contract for the 2022 Electrical Work Requirements Contract with Palace Electrical, 3558 Park Avenue, Wantagh, New York 11793, for a term beginning March 1, 2023 and ending February 29, 2024, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

  
Village Attorney

2/10/2023

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2022 ELECTRICAL WORK REQUIRMENTS

CONTRACTOR: PALACE ELECTRICAL

DATE: October 20, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1. 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 10/27/2022  
(CONTRACTOR)

ACCEPTED BY:  DATE: 12/7/22  
(ENGINEER)

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works February 10, 2022

FROM: Lisa DeBourg, Deputy Village Clerk

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

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

**WHEREAS**, the Village has solicited bids for the services of a licensed electrical contractor to perform a variety of electrical repairs to Village owned facilities on an as needed basis; and

**WHEREAS**, twenty-nine (29) bids were distributed and seven (7) bids were received on January 11, 2022; and

**WHEREAS**, bids ranged from a high bid of \$73,250.00 to a low bid of \$53,020.00; and

**WHEREAS**, the lowest responsible bid was submitted by Palace Electrical, 3558 Park Avenue, Wantagh, New York 11793, in the amount of \$53,020.00, and the Village has checked the low bidder's references and find them to be in good order; and

**WHEREAS**, the contract has a term of one year beginning March 1, 2022, with the option of two one-year extensions if mutually accepted; and

**WHEREAS**, the cost for these services will be charged to various Village accounts depending on where the work is performed; and

**NOW THEREFORE BE IT RESOLVED**, that based on the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to award the bid for the "2022 Electrical Work Requirements Contract" to Palace Electrical, 3558 Park Avenue, Wantagh, New York 11793, in the amount of \$53,020.00, for a term beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

**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: February 17, 2023

---

**Re: 2021 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE (RECYCLEABLES)**

At the Village Board of Trustees meeting on January 25, 2021 the above referenced contract was awarded to Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 for the total amount bid of \$289,168.75. This contract provides contractual unit prices for the disposal of Commingled Containers, Commingled Papers, Yard Waste, Bulk Waste, and Construction and Demolition Debris. Funding for the disposal is included in Refuse Account A816004 564600. The contract began on March 1, 2021 and will end on February 28, 2025, with an option for two two-year extensions if mutually accepted by the Contractor and the Board of Trustees.

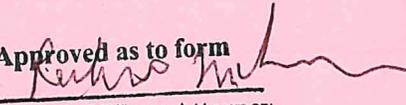
The Village pays for disposal of recyclables based on tonnage and due to unanticipated additional disposal, the total cost for municipal solid waste disposal for FYE 2023 will exceeded the contract amount by approximately \$30,000.00

Accordingly we are recommending that the contract “**2021 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE (RECYCLEABLES)**” contract be increased annually from \$289,168.75. to \$320,000.00 for the remaining terms of the contract.



---

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on January 25, 2021, the Board awarded the bid for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) to Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 at a total cost of \$289,168.75 to commence March 1, 2021 through February 28, 2025, with an option for two two-year extensions; and

**WHEREAS**, the Village pays for the disposal of recyclables based on the tonnage and due to unanticipated additional disposal, the total cost for municipal solid waste disposal for FYE 2023 will exceed the contract amount by approximately \$30,000.00; and

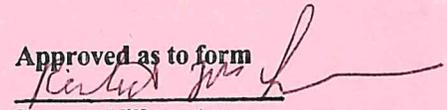
**WHEREAS**, the Superintendent of Public works is requesting Board approval to increase the contract annually with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 from \$289,168.75 to \$320,000.00 for the remaining terms of the contract; and

**WHEREAS**, funding for the disposal is included in the Refuse Account A816004 564600 and there are sufficient funds in this this account; 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 increase the contract annually for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 from \$289,168.75 to \$320,000.00 for the remaining terms of the contract.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works January 27, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 25, 2021:

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

**WHEREAS**, the Department of Public Works for the Village of Freeport solicited bids for the 2021 Disposal Services of Municipal Solid Waste (Recyclables), which provides contractual unit process for the disposal of Commingled Containers, Commingled Papers, Yard Waste, Bulk Waste and the Construction and Demolition Debris, with bidders given the option of bidding on one or more items; and

**WHEREAS**, thirteen (13) bids were distributed and two (2) bids were received for the October 27, 2020 bid opening; and

**WHEREAS**, Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 was the lowest bidder for recyclables disposal at a total cost of \$289,168.75; and

**WHEREAS**, funding for the disposal is included in the Refuse Account A816004 564600 and there are sufficient funds in this this account; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) to Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 at a total cost of \$289,168.75 to commence March 1, 2021 through February 28, 2025, with an option for two two-year extensions.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Piñeyro	In Favor
Trustee Squeri	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**  
**Purchasing Department**

DATE: February 16, 2023  
TO: Mayor Robert T. Kennedy  
FROM: Kim Weltner, Purchasing Agent  
RE: Request to Award Bid – #23-02-PURC-648  
2023 Contract for Printing Services

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Twenty-five (25) bids were distributed for the above referenced requirements contract and three (3) bids were received at the time of bid opening on February 14, 2023. This bid includes a variety of printing jobs as required by all Village departments. Three bids were received at the specified time however only two included all items requested. The lowest complete bid was submitted by Minute Man Press for a total amount of \$39,940.00. Minute Man Press has proven themselves through previous work with the Village to be a responsible, reliable vendor.

Therefore, it is recommended to award the 2023 Contract for Printing Services to:

**Minute Man Press**  
**255 Sunrise Highway**  
**Merrick, New York 11566**

If approved by the Board, this contract will begin on March 1, 2023 and end on February 29, 2024 with an option for two, one-year extensions if mutually accepted. Printing services ordered under this contract will be charged to the ordering departments printing and stationary budget line as needed (i.e. Purchasing budget line A134504 540200).



Kim Weltner  
Purchasing

Approved as to form  
  
Village Attorney  
2/17/2023

Cc: H. Colton, Village Counsel  
P. Boening, Village Clerk

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

**WHEREAS**, on January 23, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2023 Contract for Printing Services”, Re-Bid #23-02-PURC-648; and

**WHEREAS**, twenty-five (25) bids were distributed for the above-referenced requirements contract and three (3) bids were received at the time of bid opening on February 14, 2023; and

**WHEREAS**, the three bids were received at the specified time, however, only one included all items requested; and

**WHEREAS**, the lowest complete bid was submitted by Minute Man Press, 255 Sunrise Highway, Merrick, New York 11556, for a total amount of \$39,940.00; and

**WHEREAS**, Minute Man Press has held other contracts for the Village in the past and has proven to be a responsible, reliable vendor; and

**WHEREAS**, the contract terms will begin on March 1, 2023 through February 29, 2024, with an option to renew for two (2), one-year extensions if mutually accepted; and

**WHEREAS**, all items ordered under this contract will be charged to the ordering departments’ printing and stationary budget line as needed (i.e. Purchasing budget line A134504 540200); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Purchasing Agent, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to award the Re-Bid #23-02-PURC-648, “2023 Contract for Printing Services”, to Minute Man Press, 255 Sunrise Highway, Merrick, New York 11556, for a total amount of \$39,940.00 for a term beginning on March 1, 2023 through February 29, 2024, with an option to renew 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  
Village Attorney  
2/17/2023

**BID TABULATION**

**23-02-PURC-648**

**2023 CONTRACT FOR PRINTING SERVICES RE-BID**

**VILLAGE OF FREEPORT**

**BID RETURNABLE: 2/14/23**

**DEPT: PURCHASING**

**TIME: 11:00AM**

VENDOR	RANK	BID	BID BOND
<b>MINUTE MAN PRESS 255 SUNRISE HWY MERRICK, NY 11566</b>	<b>1</b>	<b>\$39,940.00</b>	<b>N/A</b>
<b>PHOENIX BUSINESS PRODUCTS 305 SUBURBAN AVE. DEER PARK, NY 11729</b>	<b>2</b>	<b>\$51,169.00</b>	<b>N/A</b>
<b>CONCEPT PRINT 40 LYDECKER ST. NYACK, NY 10960</b>	<b>3</b>	<b>\$24,224.00 INCOMPLETE BID***</b>	<b>N/A</b>

**BIDS FORWARDED TO PURCHASING FOR REVIEW**

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: Kim Weltner, Purchasing Agent January 26, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 23, 2023:

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

**WHEREAS**, the Purchasing Agent is requesting to advertise a Notice to Bidders for the “2023 Contract for Printing Services RE-BID”; and

**WHEREAS**, specifications have been prepared for the above-referenced contract; and

**WHEREAS**, §103 of the General Municipal Law and the Village’s Procurement Policy necessitate the use of competitive bidding to retain these services; and

**WHEREAS**, contract terms will begin on March 1, 2023 through February 29, 2024, with an option in favor of the Village to extend for two (2) additional one-year terms; and

**WHEREAS**, in general, the Village spends between \$15,000 and \$25,000 per year for all departments combined; and

**WHEREAS**, all items ordered under this contract will be charged to the printing and stationary budget line of the requesting departments (i.e. A134504 540200); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Purchasing Agent, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2023 Contract for Printing Services RE-BID” in the Freeport Herald and other relevant publications of general circulation on January 26, 2023, with specifications available from January 27, 2023 through February 10, 2023, with a return date of February 14, 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:

<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

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Howard E. Colton, Village Attorney  
**DATE:** February 22, 2023  
**RE:** **Concessionaire Agreement with Dover Gourmet Corporation**

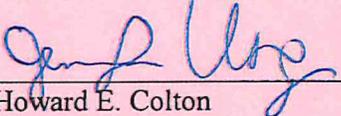
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The Village desires to provide the operation of a concessionaire at the Freeport Recreation Center and of various vending machines located on Village property for the benefit of its patrons. Dover Gourmet Corporation (Dover) is a company with the ability to meet the needs of the Village and provide these services. It is proposed that the Village enter into a five year license agreement with Dover effective February 27, 2023 and terminating on February 29, 2028 with an option of one five year extension.

The Village will provide space for Dover to operate a concession business for events Dover brings to the Freeport Recreation Center. The Village designates the upstairs and downstairs kitchens and the walk-in refrigerator as areas of the Recreation Center that Dover is to operate on behalf of the Village. Dover will have the exclusive right to provide concessions only for events that it brings into the Recreation Center. The Village retains the right to bring in outside food for events that it holds.

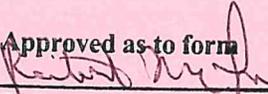
Dover will pay the Village 10% of net concession sales and 10% of net sales for catered events. Dover will pay the Village \$7,500 for vending services for the first year, plus \$7,500 for prior arrears. This payment will increase annually by \$500 per year.

If this meets with your approval, please place on the next agenda.



Howard E. Colton  
Village Attorney

By: Jennifer Ungar  
Deputy Village Attorney

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village desires to provide the operation of a concessionaire at the Freeport Recreation Center and of various vending machines located on Village property for the benefit of its patrons; and

**WHEREAS**, Dover Gourmet Corporation (Dover), 11 Skyline Drive, Plainview, New York 11803, is a company with the ability to meet the needs of the Village and provide these services; and

**WHEREAS**, it is proposed that the Village enter into a five year license agreement with Dover effective February 27, 2023 and terminating on February 28, 2029 with an option of one five year extension; and

**WHEREAS**, under the terms of this agreement, the Village will provide space for Dover to operate a concession business for events Dover brings to the Freeport Recreation Center; and

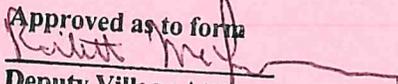
**WHEREAS**, Dover will have the exclusive right to provide concessions only for events that it brings into the Recreation Center, with the Village retaining the right to bring in outside food for events that it holds.; and

**WHEREAS**, Dover will pay the Village 10% of net concession sales, net catering and special event sales, as well as \$7,500 per year for vending services, which will increase by \$500 per year; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board of Trustees approve the Concessionaire License Agreement with Dover Gourmet Corporation (Dover), 11 Skyline Drive, Plainview, New York 11803, with the terms outlined above, for a term beginning February 27, 2023 and ending February 28, 2029 with an option for one five year renewal.

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

## **CONCESSIONNAIRE LICENSE AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between THE INCORPORATED VILLAGE OF \_\_\_\_\_ ("VILLAGE") with offices at 46 North Ocean Avenue, Freeport, New York, and DOVER GOURMET CORPORATION ("DOVER") with offices at 11 Skyline Drive, Plainview, New York 11803.

WHEREAS, the Village has jurisdiction over the Concessionaire Facilities at the Freeport Recreation Center; ("the Premises"); and

WHEREAS, the Village desires to provide for the operation of a concessionaire at the Freeport Recreation Center and of various vending machines located on Village Property for the benefit of its patrons; and

WHEREAS, Licensee desires to operate the Licensed Premises in accordance with the terms set forth herein for both purposes; and

WHEREAS, Village and Licensee desire to enter into a License Agreement specifying rights and obligations with respect to the operation and maintenance of the Licensed Premises, all of the terms of which are set forth herein;

WHEREAS, the parties have entered into further discussions to define the relationship between the parties going forward from the date of this License Agreement;

NOW THEREFORE, in consideration of the Premises and covenants contained herein, the parties hereby do agree as follows:

1. VILLAGE will provide the enclosed spaces at the pool complex, the downstairs lobby for the operation of a concession business to be utilized for only special events and those events that DOVER brings to the Recreation Center. DOVER acknowledges that the space has been inspected and is suitable for the purposes intended. The operation of Licensee shall not in any way restrict public access to the public portions of the premises. The Recreational Facility exists for the benefit of the public, and access by the public shall not be restricted. Failure to abide by this commitment shall be a material breach of this License Agreement and subject Licensee to Termination for Cause.
2. VILLAGE will grant DOVER the license to operate and maintain the concession

at the Freeport Recreation Center and has designated the 1) Upstairs kitchen and counter area; 2) Downstairs kitchen and counter area; 3) Walk-in refrigerator as areas of the recreation center that Dover is to operate on behalf of the Village.

(a) Such operation is hereby defined as only occurring during special events, large planned gatherings, special days, and special events that Dover has brought to the Freeport Recreation Center (that through a marketing effort, Dover brings to the Freeport Recreation Center).

3. For the events that DOVER brings to the Freeport Recreation Center, DOVER will have the exclusive right to sell items or services that they would normally provide at the concession to all outside parties that hold events in the Freeport Recreation Center. If DOVER does not want to setup in the location authorized to the outside party, the outside party will have the right to utilize another vendor if they so choose.
4. The Village has the right to bring in outside food for events being held in the Recreation Center. These events are community / tourism events which showcase the Village's unique attractions. The Village may use in its operations all kitchen and serving equipment presently contained in the premises and owned by the Village of Freeport. However, the Village of Freeport will be responsible for all breakage, damage and cleaning, made necessary by Village use, at its own cost and expense.
5. Licensee shall provide, at all times it utilizes the space, free access to the Licensed Premises to the Village, or his/her representatives and to other County, State or Federal officials having jurisdiction, for inspection purposes.
6. The Village of Freeport shall have the right to operate the concession on those days not being utilized by DOVER.
7. When utilized by DOVER, DOVER will always have available for sale to the public a full menu that the concession is open. The menu will be approved by the management at the Freeport Recreation Center. All facilities will be kept clean, orderly and properly

supplied with fresh-dated, name-brand products. Freshly made and packaged “Grab n Go” salads, sandwiches, fruit salads and veggie platters will be attractively displayed. No foods sold at the facility will be prepared with trans fats.

8. DOVER will:
  - (a) Provide employees to operate the concession. Such employees shall be, at all times, well-groomed and appropriately attired wearing uniforms supplied by DOVER, which have a name tag identifying the first name of the employee as well as the name “DOVER”;
  - (b) DOVER will have on the premises, at all times, a responsible concession manager during operating hours;
  - (c) DOVER will be responsible for assuring polite conduct of its employees in dealing with the public and VILLAGE employees;
  - (d) DOVER shall not use or permit the concession premises to be used for any other purpose than which is stated within this agreement.
  
9. DOVER shall always maintain all equipment in good working condition, at its own expense, for the operation of the concession. DOVER shall be responsible for replacing, with the exception of reasonable wear and tear and vandalism, any equipment of the VILLAGE that becomes missing, damaged beyond repair, or too unsanitary for use, due to the acts of DOVER or its agents and/or employees and DOVER shall replace all equipment that it is required to provide under the terms of this agreement, if it becomes unfit for use. The foregoing requirements apply to the concession property during the period of use of the concession premises DOVER
  - (a) **Cleanliness:** DOVER shall be responsible for keeping dining areas clean and tables cleared in the Skating Lounge (downstairs) and outside patio terrace (upstairs). This includes mopping of downstairs floor in Skating Lounge eating area, and sweeping of outside patio terrace.
  
10. The Village will provide adequate number of tables, chairs and rubbish receptacles. The Village will provide access to and use of the dumpster located in the rear of the

Recreation Center. DOVER will be responsible for emptying the receptacles when required and at the end of each day of operation.

11. DOVER is responsible for the disposal and associated costs to remove all grease and oils.
12. DOVER will operate in a manner that does not encourage or create an insect or pest control problem at the locations of its operations. The VILLAGE reserves the right to retain its own rodent, insect, and pest control program on thirty days notice to DOVER and then back charge if the actions of DOVER make such pest abatement necessary.
13. Dover will obtain and keep current as applicable:
  - (a) Nassau County Department of Health Food Handlers Permit as required by Code, and,
  - (b) DOVER will comply with all federal, state, County of Nassau, and local regulations, rules and ordinances of any and all local authorities having jurisdiction over matters pertaining to the operation of restaurants and other food and beverage services for public consumption.
14. DOVER will fully cooperate with the VILLAGE in the scheduling of catering and special events.
15. DOVER agrees to indemnify and hold harmless VILLAGE for any and all claims or suits, including damages and defense expenses, arising out of DOVER'S sales and operations.
16. DOVER will provide proof of insurance to VILLAGE before the beginning of any operations demonstrating that VILLAGE has been named as additional insured on its liability policies and that holds insurance providing:
  - (a) \$1,000,000.00 liability Insurance with products liability coverage for food products,

- (b) Automobile liability insurance with liability limits of \$1,000,000.00 personal injury and \$1,000,000.00 property damage, and
  - (c) Workers compensation and disability benefits coverage.
17. The parties are aware that the negotiated fee payable under this agreement contemplates a reasonable electrical usage which the Village considered when arriving at the cost structure contained in this license agreement. The Village has arrived at this figure by analyzing usage patterns at other similarly situated utility customers. The revenue sharing clauses contained herein allow the Village to offset the utility costs associated with the concession, in a practical and cost effective manner.
18. DOVER will provide a description of its cash handling and sales recording systems and equipment to be used for operation of the concession that shall be submitted to the Freeport Recreation Center Manager for approval.
19. DOVER is required to maintain for a period of six (6) years, the cash register tapes which document both opening and closing cash register readings for all daily sales. The cash register which is used to record sales must be non-resettable and must be kept in public view, available for inspection by the VILLAGE at any time. In addition DOVER agrees to implement any other accounting records and procedures that the VILLAGE, in the exercise of reasonable discretion, deems necessary for the accurate reporting of sales.
20. DOVER shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply and accurate recording of all sales on tape. DOVER shall not purchase or install the cash register before obtaining the Freeport Recreation Center Manager's written approval of the specific register to be purchased. All registers shall have a price display that is and shall remain at all times visible to the public.

21. DOVER shall transmit a Statement of Gross Receipts and Expenses for the concession operations.
22. DOVER agrees to operate its business using cash registers with printed tape features. DOVER will make the concession cash register tapes available to VILLAGE for audit upon reasonable notice by VILLAGE for such purpose.

### **TERMS AND PAYMENTS**

23. **Duration and Extension.** This contract constitutes an exclusive concession agreement to DOVER for a term of five (5) years commencing February 27, 2023 and ending on February 28, 2028. DOVER shall be granted the option of a five (5) year extension to follow immediately thereafter. The extension option shall only be valid in the event that DOVER provides VILLAGE, within six months of the initial five (5) year termination, notice of its intention to extend the agreement. The option shall be void if DOVER defaults on any of the terms of this License. The Village shall provide written notice to DOVER of any such default.
24. **Fees and Payment to Village.** DOVER will pay to VILLAGE annual fees in the following amounts:
  - (a) Concession Sales: 10% of net sales (which is defined as gross sales subtract sales tax).
  - (b) Dover will pay the Village 10% of net sales (gross sales subtract sales tax) for all catered and special events.
  - (c) Vending Sales: Shall begin at \$7,500.00 which an additional \$7,500.00 made to the Village for certain arrears. Payments shall be due at the start of each fiscal year in one lump sum payment.
  - (d) The guaranteed annual fee for vending machine sales will increase as follows:

Year 2	\$ 8,000.00
Year 3	\$ 8,500.00

Year 4           \$ 9,000.00

Year 5           \$ 9,500.00

- (e) In the event that this License is extended under the provisions of Section 23 hereinabove, the guaranteed annual fee for concession sales will increase as follows:

Year 6           \$10,000.00

Year 7           \$10,500.00

Year 8           \$11,000.00

Year 9           \$11,500.00

Year 10          \$12,000.00

- (f) If necessary, a schedule of improvements will be submitted to the Village within sixty (60) days of the execution of this agreement. Dover will not gain any ownership interest whatsoever in the concession facilities notwithstanding their capital obligations herein.
- (g) Gross receipts as used in this agreement shall include all monies and anything else for value received DOVER through the operation of this concession, or from any use of the concession premises by DOVER, excepting an allowance of deduction on sales or other taxes imposed by any governmental entity and collected by DOVER, gratuities, and any catering service charge. The catering service charge shall be limited to only charges associated with delivery and/or set up and clean up arrangements.
- (h) Net Sales shall be Gross Receipts subtract any applicable sales tax.

25. Payment Schedule

- (a) Concession, catered events and special events payments to the Village shall commence on the 15<sup>th</sup> day of the first month following the commencement of the operation and shall be made monthly thereafter. Payment not made by the twenty (20th) day of the following month of operation will result in 15%

penalty. Failure to make payment by the end of the following month of operation when payment is due will result in an additional \$500 penalty. After failing to make three (3) timely payments the Village of Freeport shall have the right to cancel concession agreement.

- (b) Vending payments shall be made on the 1<sup>st</sup> day of the fiscal year. Failure to make payment by the end of such first month will result in an additional \$500.00 penalty. After failing to make one (1) vending payment after a notice has been sent to cure such default, shall be grounds to terminate the contract immediately and without review.

26. **Termination**

- (a) It is agreed that each provision of this contract is a material term. This contract may be terminated for cause. "Cause" is defined as a breach of a material term after a thirty (30) day notice thereof in writing, by certified mail, return receipt requested, to the party in breach providing thirty (30) day's opportunity to cure such claimed breach and such breach is not cured within said time.
- (b) All notices to Dover should be sent by certified mail, return receipt requested, at 11 Skyline Drive, Plainview, New York 11803.
- (c) In addition to the previous terms, this Agreement will be immediately terminated by the happening of any of the following events:
  - (i) The filing of bankruptcy or insolvency proceedings by or against DOVER unless such proceedings are dismissed within 30 days of the institution thereof, and
  - (ii) The appointment of a receiver or trustee for, or seizure, attachment of levy upon, all or any part of DOVER' S business or assets where DOVER has consented to or acquiesced in such action.
- (d) Upon termination, any balance of monies due under this contract shall be paid within fourteen (14) days of said termination.

27. **Entire Agreement.** This Agreement constitutes the entire understanding between the

- parties as of the date hereof with respect to the subject matter of this Agreement. Any and all amendments to or modifications of this Agreement or waivers of any of its provisions must be by mutual written agreement of the parties.
28. **Assignment.** DOVER may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of FREEPORT. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
  29. **Legal Remedies and Governing Law:** This agreement is governed by the laws of the State of New York. Nothing in this agreement shall impair or hinder any rights the parties may have under law to enforce the terms of this agreement.
  30. **No Implied Waivers.** The failure of either party at any time to require performance by the other of any provision hereof shall not affect the right of such party to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision hereof be taken or held to be a waiver of a provision itself.
  31. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.
  32. **Concession Premises On Termination.** Upon the termination of this agreement for any reason, the VILLAGE shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. DOVER stipulates and agrees that the VILLAGE shall not be liable for prosecution or for damages for resuming possession of the concession premises upon termination of this agreement.
  33. **Non-Discrimination.** DOVER shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, disability or national

origin. DOVER and its employees shall not discriminate against any person because of race, color, creed, sex, age, disability or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public.

34. **Waiver Of Breach.** The waiver by the VILLAGE of any breach contained in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the VILLAGE shall not be deemed to be a waiver of any prior occurring breach by DOVER of any term contained herein regardless of knowledge of the VILLAGE of such prior existing breach at the time of the acceptance of such concession fee payment.
  
35. **Not A Contract Of Employment** This agreement is not a contract of employment. No relationship of employer and employee exists between the VILLAGE and DOVER or between the VILLAGE and any employee or agent of the DOVER. DOVER shall at all times be deemed to be an independent contractor. DOVER is not authorized to bind the VILLAGE to any agreements or obligations. The VILLAGE shall not be liable for any acts of DOVER, its employees or its agents in performing its duties prescribed herein. No portion of the concession premises is being leased to DOVER; DOVER is a licensee and not a lessee of the concession premises, and the right of DOVER to occupy the concession premises and to operate the concession granted by this agreement shall continue only so long as the terms of this agreement are strictly and promptly complied with by DOVER.
  
36. **Conflict of Interest** Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the Village, nor any person whose salary is payable, in whole or part, from the Village treasury, shall participate in any decision relating to this License which affects his/her

personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

INCORPORATED VILLAGE OF FREEPORT

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

DOVER GOURMET CORPORATION

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

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

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

**WHEREAS**, the proposed action is the issuance of bonds for the purpose of authorizing the acquisition of turnout gear, specifically the appropriation of \$150,000.00 in bonds and authorizing the issuance of bonds in the principal amount of \$150,000.00 to finance said appropriation; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

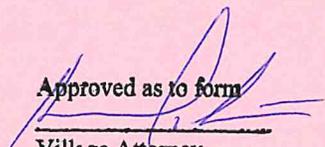
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

  
Approved as to form

Village Attorney

2/23/2023

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

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

**WHEREAS**, the proposed action is the issuance of bonds for the purpose of financing of the payment of tax certiorari judgments, compromised claims, and settled claims in the amount of \$1,000,000; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

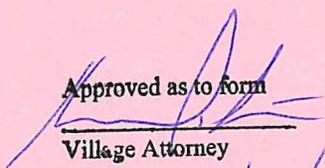
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board:

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

  
Approved as to form

Village Attorney

2/23/2023

The Following Resolution was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

WHEREAS, the proposed action is the sale of property, to wit: the sale of Section 55, Block 190, Lot 63, also known as and by 33 Buffalo Avenue and Section 55, Block 190, Lot 51-55, also known as and by 80-84 Albany Avenue, for residential purposes, to wit: workforce, golden age and veteran housing; and,

WHEREAS, and based upon the Full Environmental Assessment Form filed with this Board, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waster production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

WHEREAS, this Board makes note that this project follows the recommendation of Governor Kathy Hochul and the State Legislature to provide additional workforce, senior and veteran housing throughout the State of New York; and,

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: RESIDENTIAL DEVELOPMENT OF 33 BUFFALO AVENUE AND 80-84 ALBANY AVENUE		
Project Location (describe, and attach a general location map): 33 BUFFALO AVENUE AND 80-84 ALBANY AVENUE, FREEPORT, NEW YORK 11520		
Brief Description of Proposed Action (include purpose or need): THE CURRENT PROPERTY LOCATED AT 33 BUFFALO AVENUE IS A RESIDENTIAL HOUSING DEVELOPMENT THAT BELONGED TO THE FREEPORT HOUSING AUTHORITY. THE PROPERTY WAS BUILT IN THE 1950'S AND WAS UTILIZED AS A RESIDENCE APARTMENT FOR APPROXIMATELY 100 UNITS OF RESIDENTIAL HOUSING UNTIL ROUGHLY TWO YEARS AGO. THE PREMISE WAS VACATED AND THE VILLAGE OF FREEPORT PURCHASED THE PROPERTY, INCLUDING THE APARTMENT STRUCTURES ON THE PREMISE.  AT THE SAME TIME, THE VILLAGE PURCHASED THE ADJACENT 80-84 ALBANY AVENUE. A WAREHOUSE STRUCTURE. SUCH PURCHASE AND LAND IS CONTIGUIOUS TO 33 BUFFALO AVENUE.  THE VILLAGE OF FREEPORT WISHES TO DEVELOP THE PROPERTY FOR A COMBINATION OF WORKFORCE, SENIOR AND VETERAN HOUSING. ESSENTIALLY, THE SAME USE THAT HAS BEEN ON THE PREMISE FOR OVER 70 YEARS.		
Name of Applicant/Sponsor: INCORPORATED VILLAGE OF FREEPORT	Telephone: 516-377-2249	E-Mail: HCOLTON@FREEPORTNY.GOV
Address: 46 NORTH OCEAN AVENUE		
City/PO: FREEPORT	State: NY	Zip Code: 11520
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

<b>B. Government Approvals, Funding, or Sponsorship.</b> (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	REZONING	MARCH 1, 2023
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	SITE PLAN - AESTHETIC REVIEW	MARCH 30, 2023
c. City, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals	PARKING VARIANCE	MARCH 12, 2023
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NASSAU COUNTY 239-F & M	MARCH 12, 2023
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
INDUSTRIAL

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? RESIDENCE APARTMENT AND GOLDEN AGE OVERLAY

**C.4. Existing community services.**

a. In what school district is the project site located? FREEPORT

b. What police or other public protection forces serve the project site?  
FREEPORT POLICE DEPARTMENT

c. Which fire protection and emergency medical services serve the project site?  
FREEPORT FIRE DEPARTMENT

d. What parks serve the project site?  
CLEVELAND AVENUE FIELD

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? RESIDENTIAL

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ 2.3 acres  
 b. Total acreage to be physically disturbed? \_\_\_\_\_ 1.2 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ 2.3 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
 \_\_\_\_\_  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? \_\_\_\_\_  
 iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: \_\_\_\_\_ months  
 ii. If Yes:  
 • Total number of phases anticipated \_\_\_\_\_  
 • Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
 • Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	200 UNITS
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_

ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length

iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_

ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_

iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_

iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres

v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): \_\_\_\_\_
- Over what duration of time? \_\_\_\_\_

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_

v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres

vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres

vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet

viii. Will the excavation require blasting?  Yes  No

ix. Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ 110 gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: INCORPORATED VILLAGE OF FREEPORT
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If, Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: NASSAU COUNTY WASTE TREATMENT FACILITIES
- Name of district: NASSAU COUNTY
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

Yes  No  
 Yes  No  
 If Yes:
 

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:
 

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:
 

- How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)
- Describe types of new point sources. \_\_\_\_\_
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_
  - If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_
  - Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:
 

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_
- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_
- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:
 

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No
- In addition to emissions as calculated in the application, the project will generate:
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
  - \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_

---

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

---

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

---

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

---

iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 9-5PM</li> <li>• Saturday: _____ 9-5PM</li> <li>• Sunday: _____ 0</li> <li>• Holidays: _____ 0</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ RESIDENTIAL 24HRS</li> <li>• Saturday: _____ RESIDENTIAL 24HRS</li> <li>• Sunday: _____ RESIDENTIAL 24HRS</li> <li>• Holidays: _____ RESIDENTIAL 24HRS</li> </ul>
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No

If yes:

i. Provide details including sources, time of day and duration: \_\_\_\_\_

---

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No

Describe: \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
Lighting will be attached to the residential structures for health, and safety issues. within 100 feet of commercial structures and within 1000 feet of another apartment residential dwelling.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No

Describe: \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

---

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No

If Yes:

i. Product(s) to be stored \_\_\_\_\_

ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: \_\_\_\_\_

---

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No

If Yes:

i. Describe proposed treatment(s): \_\_\_\_\_

---

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)
- Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	2.3	2.3	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

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d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities:  
Little Learners. 1100 feet.  
\_\_\_\_\_

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e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection:  
\_\_\_\_\_

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f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
\_\_\_\_\_  
\_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

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g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
\_\_\_\_\_  
\_\_\_\_\_

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h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
\_\_\_\_\_  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 100's of feet 0 feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site: sand and base soil \_\_\_\_\_ 100 %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 7 feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ 100 % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ 100 % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No

If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No

If Yes:

i. Name of aquifer: \_\_\_\_\_

m. Identify the predominant wildlife species that occupy or use the project site: \_\_\_\_\_  
 None \_\_\_\_\_  
 \_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No  
 If Yes:  
 i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Source(s) of description or evaluation: \_\_\_\_\_  
 iii. Extent of community/habitat:  
 • Currently: \_\_\_\_\_ acres  
 • Following completion of project as proposed: \_\_\_\_\_ acres  
 • Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No  
 If Yes:  
 i. Species and listing (endangered or threatened): \_\_\_\_\_  
 \_\_\_\_\_

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No  
 If Yes:  
 i. Species and listing: \_\_\_\_\_  
 \_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No  
 If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_  
 \_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No  
 If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No  
 i. If Yes: acreage(s) on project site? \_\_\_\_\_  
 ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No  
 If Yes:  
 i. Nature of the natural landmark:  Biological Community  Geological Feature  
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_  
 \_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No  
 If Yes:  
 i. CEA name: \_\_\_\_\_  
 ii. Basis for designation: \_\_\_\_\_  
 iii. Designating agency and date: \_\_\_\_\_

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Incorporated Village of Freeport Date February 23, 2023

Signature  Title Village Attorney

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Agency Use Only [If applicable]

Project :   
 Date :

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**2. Impact on Geological Features**  
The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)  NO  YES  
*If "Yes", answer questions a - c. If "No", move on to Section 3.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**3. Impacts on Surface Water**  
The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)  NO  YES  
*If "Yes", answer questions a - l. If "No", move on to Section 4.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b> The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b> The proposed action may result in development on lands subject to flooding. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>6. Impacts on Air</b>			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> )	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> )	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>7. Impact on Plants and Animals</b>			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b>			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a.- g. If "No", go to Section 10.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b> The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b> The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**13. Impact on Transportation**  
 The proposed action may result in a change to existing transportation systems.  NO  YES  
 (See Part 1. D.2.j)  
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**  
 The proposed action may cause an increase in the use of any form of energy.  NO  YES  
 (See Part 1. D.2.k)  
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**15. Impact on Noise, Odor, and Light**  
 The proposed action may result in an increase in noise, odors, or outdoor lighting.  NO  YES  
 (See Part 1. D.2.m., n., and o.)  
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>16. Impact on Human Health</b> The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>17. Consistency with Community Plans</b> The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>18. Consistency with Community Character</b> The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The current use of the property has been a multi-family residential apartment complex(s) for over 70 years. Such use is surrounded by industrial and commercial use with a residence apartment within 1500 feet of the current use.

The Part 2 responses show that the development will continue the present residential use of the property, and even with the rehabilitation or construction of new apartment complex(s), the impact to the environment would not substantially change from the current impact the use has had for the past 70 years.

This project is inline with Governor Hochul's and the State Legislature's desire to increase residential development for workforce and senior housing.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:       Type 1                       Unlisted

Identify portions of EAF completed for this Project:    Part 1       Part 2       Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Building Department of the Village of Freeport and the Board of Trustees of the Village of Freeport as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

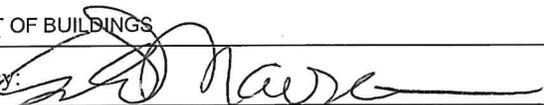
C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: DEVELOPMENT OF 33 BUFFALO AVENUE AND 80-84 ALBANY AVENUE TO CONTINUE THE RESIDENTIAL USE.

Name of Lead Agency: BUILDING DEPARTMENT/BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT

Name of Responsible Officer in Lead Agency: SERGIO MAURAS

Title of Responsible Officer: SUPERINTENDENT OF BUILDINGS

Signature of Responsible Officer in Lead Agency:  Date: 02-23-2023

Signature of Preparer (if different from Responsible Officer) Date:

**For Further Information:**

Contact Person: ROBERT MCLAUGHLIN

Address: 46 NORTH OCEAN AVENUE. FREEPORT. NEW YORK 11520

Telephone Number: 516-377-2291

E-mail: RMCLAUGHLIN@FREEPORTNY.GOV

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

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

To: Mayor Robert T. Kennedy  
From: Howard E. Colton, Village Attorney  
Date: February 23, 2023  
Re: Contract between the Village of Freeport and BOFSA

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On February 13, 2023, the Board of Trustees, after duly noticing, and publishing the agenda and further publishing all relevant material on the Village's webpage, held a Special Meeting of the Board to discuss the development of 33 Buffalo Avenue (the old Moxey Rigby Apartments) and 80-84 Albany Avenue for residential use. Four proposals were submitted from the Kaiserman Family, BOFSA, Bartone/Twilliger (Bartone) and Georgica Green. Presentations were made by BOFSA and Bartone.

BOFSA and Bartone both proposed a multi-generational development of the premise; which would allow for workforce, senior and veteran housing. By law, ten percent of the project would have to have an affordable component. Bartone proposed 200 units of housing and BOFSA proposed 150 units of housing. Both offered a purchase price of 15 million dollars. After the meeting, and with the permission of the Board, this office continued negotiations with Bartone and BOFSA.

During the negotiation phase, BOFSA increased its unit count to 200 units and offered to increase its purchase price to 17.5 million dollars. BOFSA also agreed to raise the buildings if a rehab of the buildings was not feasible. As the next two weeks progressed, this office was in constant negotiations with BOFSA, and also had discussions with Bartone. In the end, both groups were proposing the exact same development. Both groups were notified the Village wished to finalize a contract by February 23, 2023. On February 23, 2023 a contract was sent to the Village by BOFSA which contained terms which were acceptable to the Village and would allow for a closing within 90 days. BOFSA also would create a \$10,000.00 Judge Moxey Rigby Scholarship.

That being said, on February 23, 2023, the Village was first presented with a draft contract from Bartone, at 5:15pm. Bartone had increased the unit count to 250 and raised the purchase price to 18 million. Upon review, the 250 unit count would be too dense for the area and could create additional traffic and other density issues to the premise. Further, Special Counsel Christian Browne had concerns (which were shared by this office) that the purchase price of 18 million for an additional 50 units would have the potential to devalue the units and the overall project and could pose an issue if a PILOT were to be solicited. The parties, at such late date, were too far apart. Further, there were some economic concerns which were brought to light by Special Counsel Browne. Due to an NDA, I am constrained from putting that in this public memorandum.

Further, the Village had already had a finalized agreement with BOFSA which would provide a multi-generational residential development for the Village of Freeport. A development which not only would benefit Village residents through construction jobs, but provide much needed housing

in a strained market and would also come into line with the Governor's and State Legislature's goal of providing additional housing throughout the State of New York.

As such, this office recommends that the Village enter into a contract with BOFSA at 301A Central Avenue, Lawrence, New York, to provide a multi-generational multi-family residential structure and/or structures at the premise comprised of workforce, golden age and veteran housing with a State Law mandate of 10 percent affordable component

### **Summary of the Contract**

Under the terms of the agreement, BOFSA would purchase the premises comprised of 17-33 Buffalo Avenue, and 30 Albany Avenue (Section 55, Block 190, Lot 63; Section 55, Block 190, Lots 51-55) for \$17,500,000.00. BOFSA would construct a 200 unit multi-generational multi-family residential structure and/or structures at the premise comprised of workforce, golden age and veteran housing with a State Law mandate of 10 percent affordable component.

1. A Phase 1 and 2 be completed upon the site and any environmental issues remediated; and,
2. Approvals be obtained from the Freeport Zoning Board, including, but not limited to parking plans and/or traffic studies (to the extent required under the Code); and,
3. A full due diligence be successfully completed; and,
4. A clear and marketable title is obtained; and,
5. Premise rezoning is completed; and,
6. Other State, County and Town requirements not herein mentioned are not a condition precedent to close.
7. Site Plan to be conducted, but not a precondition to close.
8. BOFSA would hold-harmless and has agreed to pay all Village Taxes in full if a PILOT were obtained.

The contract provides for a 90 day period for BOFSA to obtain all approvals and close. There will be ample opportunity for public input through the zoning and planning stages of the development.

Please place before the Board for its review and action.



Howard E. Colton

**RESOLUTION OF BOARD OF TRUSTEES AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT OF SALE FOR THE PARCELS IDENTIFIED AS AND BY SECTION 55, BLOCK 190, LOT 63, ALSO KNOWN AS AND BY 33 BUFFALO AVENUE, ALSO KNOWN AS AND BY “OLD MOXEY RIGBY”, FREEPORT, NEW YORK, AND SECTION 55, BLOCK 190, LOTS 51-55, ALSO KNOWN AS 80-84 ALBANY AVENUE, FREEPORT, NEW YORK TO BOFSA**

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

**WHEREAS**, the Village of Freeport owns the properties known as and by Section 55, Block 190, Lot 63 also known as and by 33 Buffalo Avenue, also known as and by “Old Moxey Rigby,” Freeport, New York, and Section 55, Block 190, Lots 51-55, also known as 80-84 Albany Avenue, Freeport, New York (hereinafter “the properties”); and,

**WHEREAS**, during the fall and winter of 2022-23 the Board of Trustees began the process to develop the subject parcels to provide for residential housing; and,

**WHEREAS**, currently the properties are not being sufficiently being utilized for Incorporated Village of Freeport municipal purposes, thus, for Incorporated Village of Freeport purposes, surplus; and,

**WHEREAS**, on February 13, 2023, the Board of Trustees held a duly noticed public meeting, with publication of all relevant materials on the Village website to discuss and hear presentations from BOFSA and Bartone/Twileger; and,

**WHEREAS**, both proposed multi-generational development of the premises, which would allow for workforce, senior and veteran housing, which by law would require ten percent of the project to be devoted to affordable housing; and

**WHEREAS**, the proposal from Bartone/Twileger was ultimately deemed to be too dense for the area and could create traffic issues; and

**WHEREAS**, the Village of Freeport received a proposal to purchase and develop the properties from BOFSA, 301A Central Avenue, Lawrence, New York for development of a 200 unit complex and a purchase price of \$17,500,000; and,

**WHEREAS**, multiple condition precedents must be met before the properties could be transferred or otherwise developed, to wit:

1. A Phase 1 and 2 be completed upon the site and any environmental issues remediated; and,
2. Approvals be obtained from the Freeport Zoning Board, including, but not limited to parking plans and/or traffic studies (to the extent required under the Code); and,
3. A full due diligence be successfully completed; and,
4. A clear and marketable title is obtained; and,

5. Premise rezoning is completed; and,
6. Other State, County and Town requirements not herein mentioned are not a condition precedent to close.
7. Site Plan to be conducted, but not a precondition to close.
8. BOFSA would hold-harmless and has agreed to pay all Village Taxes in full if a PILOT were obtained.

**WHEREAS**, a contract was drafted February 23, 2023 and is subject to approval by the Board of Trustees of the Incorporated Village of Freeport,

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Village Attorney and Special Counsel Christian Browne from McLaughlin Stern, the Board makes the following findings of fact:

1. The properties are not being sufficiently utilized for Incorporated Village of Freeport municipal purposes; and,
2. The Incorporated Village of Freeport has no plans to utilize the premises for further municipal purposes and therefore is deemed surplus; and,
3. An offer of \$17,500,000.00 has been submitted by BOFSA; and,
4. The offer for the premises is just and fair; and,
5. All conditions within the Contract of Sale must be met prior to the closing upon the properties; and,

**BE IT FURTHER RESOLVED** that the sale and transfer of the properties known as and by Section 55, Block 190, Lot 63, also known as and by 33 Buffalo Avenue, also known as and by “Old Moxey Rigby,” Freeport, New York, and Section 55, Block 190, Lots 51-55, also known as 80-84 Albany Avenue, Freeport, New York shall be governed by the contract and this resolution; and,

**BE IT FURTHER RESOLVED** that the Mayor and/or his authorized representative be and is hereby authorized to sign any and all agreements with BOFSA 301A Central Avenue, Lawrence, New York, to effectuate this sale and transfer upon the terms and conditions as stated within the contract and stated within this resolution.

The Clerk polled the Board as follows:

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

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Howard E. Colton, Village Attorney  
**DATE:** February 9, 2023  
**RE:** **CivicPlus Web Hosting Contract Renewal; [www.freeportny.gov](http://www.freeportny.gov) - Revised**

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The Village Attorney's Office is requesting Board approval for the contract renewal between the Incorporated Village of Freeport and CivicPlus for our website hosting and support.

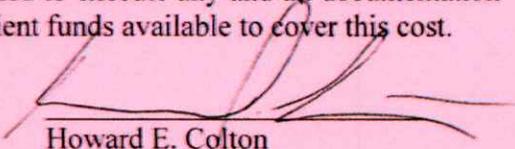
CivicPlus provides annual support, maintenance, hosting, unlimited telephone support Monday through Friday 7:00am – 7:00pm (Central Time) excluding holidays, for all trained Village Staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Village. Support includes providing technical support of the CivicPlus Government Content Management Software, application support (pages and modules), and maintenance of the Village website. In addition, the CivicMedia module is also included in our contract as an indefinite waived cost, which was established via contract on January 7, 2015.

As of January 28, 2019, the Village agreed to Billing and Payment Terms between Icon Enterprises, Inc. d/b/a CivicPlus, which was effective as of March 1, 2019. Each year this agreement is in effect, a technology investment and benefit fee of two percent (2%) of the total annual services costs is applied. The 2022-23 Total Fee is \$6,649.99, which includes the 2022 Main Site Support, Maintenance and Hosting Fee, as well as the 2022 Intranet Department Header Maintenance and Hosting Fee. With the 2% contractual increase, the total fee for 2023-2024 is \$6,782.99, an increase of \$133 from the prior year. The breakdown for this contract is as follows:

2023 Main Site Support, Maintenance and Hosting Fee - \$6,072.40 to be charged to allocation code 1006 for publicity (A641004 542800, E7820000 578100, WE93004 542800)

2023 Intranet Department Header Maintenance and Hosting Fee - \$710.59 to be charged to allocation code 5003 (A168004 542800, E7815630 578100, WE93004 542800) for the IT portion

Therefore, it is the recommendation of the Village Attorney's Office to the Mayor and the Board of Trustees that the Village maintain its ongoing business relationship CivicPlus, 302 S 4<sup>th</sup> St.; Suite 500, Manhattan, KS 66502 for the March 1, 2023 through February 29, 2024 fiscal year, in the amount of \$6,782.99 and that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. There are sufficient funds available to cover this cost.

  
Howard E. Colton  
Village Attorney

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

**WHEREAS**, the Village of Freeport has contracted with Icon Enterprises, Inc. d/b/a CivicPlus to host the Village's website; and

**WHEREAS**, the current contract will expire on February 28, 2023; and

**WHEREAS**, CivicPlus has agreed to a new contract for a term of one year effective March 1, 2023 to February 29, 2024, with an increase in the investment and benefit fee of two percent (2%) of the annual services costs; and

**WHEREAS**, the 2023 Total Fee is \$6,782.99, an increase of \$133 (2%) from the current contract, which includes the 2023 Main Site Support, Maintenance and Hosting Fee of \$6,072.40 and the 2023 Intranet Department Header Maintenance and Hosting Fee of \$710.59; and

**WHEREAS**, the cost for the 2023 Intranet Department Header Maintenance and Hosting Fee of \$710.59 will be charged to allocation code 5003 (A168004 542800, E7815630 578100, WE93004 542800) for the IT portion;

**WHEREAS**, and the cost for the 2023 Main Site Support, Maintenance and Hosting Fee of \$6,072.40 will be charged to allocation code 1006 (A641004 542800, E7820000 578100, WE93004 542800) for publicity; and there are sufficient funds available to cover the costs; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Icon Enterprises d/b/a CivicPlus, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502 for a term of one year effective March 1, 2023 to February 29, 2024 for the 2023 Total Fee of \$6,782.99.

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

**WHEREAS**, the Village of Freeport has contracted with Icon Enterprises, Inc. d/b/a CivicPlus to host the Village’s website; and

**WHEREAS**, the current contract will expire on February 28, 2022; and

**WHEREAS**, CivicPlus has agreed to a new contract for a term of one year effective March 1, 2022 to February 28, 2023, with an increase in the investment and benefit fee of two percent (2%) of the annual services costs; and

**WHEREAS**, the 2022 Total Fee is \$6,649.99, which includes the 2022 Main Site Support, Maintenance and Hosting Fee of \$5,953.33 and the 2022 Intranet Department Header Maintenance and Hosting Fee of \$696.66.

**WHEREAS**, the cost for the 2022 Intranet Department Header Maintenance and Hosting Fee will be charged to allocation code 5003 (A168004 542800, E7815630 578100, WE93004 542800) for the IT portion and there are sufficient funds available to cover the cost; and

**NOW THEREFORE BE IT RESOLVED**, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Icon Enterprises d/b/a CivicPlus, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502 for a term of one year effective March 1, 2022 to February 28, 2023 for the 2022 Intranet Department Header Maintenance and Hosting Fee of \$696.66.

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

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

**DIRECTIVE**

TO: Howard E. Colton, Village Attorney 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 Deputy Mayor Ellerbe, seconded by Trustee Squeri that the following resolution be adopted:

**WHEREAS**, the Village of Freeport has contracted with Icon Enterprises, Inc. d/b/a CivicPlus to host the Village’s website; and

**WHEREAS**, the current contract will expire on February 28, 2022; and

**WHEREAS**, CivicPlus has agreed to a new contract for a term of one year effective March 1, 2022 to February 28, 2023, with an increase in the investment and benefit fee of two percent (2%) of the annual services costs; and

**WHEREAS**, the 2022 Total Fee is \$6,649.99, which includes the 2022 Main Site Support, Maintenance and Hosting Fee of \$5,953.33 and the 2022 Intranet Department Header Maintenance and Hosting Fee of \$696.66.

**WHEREAS**, the cost for the 2022 Main Site Support, Maintenance and Hosting Fee will be charged to allocation code 1006 for publicity (A641004 542800, E7820000 578100, WE93004 542800) and there are sufficient funds available to cover the cost; and

**NOW THEREFORE BE IT RESOLVED**, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Icon Enterprises d/b/a CivicPlus, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502 for a term of one year effective March 1, 2022 to February 28, 2023 for the 2022 Main Site Support, Maintenance and Hosting Fee of \$5,953.33.

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 Assessor

X Electric Utilities  
X Fire Dept.

X Registrar  
X Rec. Center



## Hosting Renewal Contract

### Terms & Conditions

1. CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") will provide website support, maintenance and hosting for Freeport, NY ("Client") that includes all functionality as defined in this agreement.

### Billing & Payment Terms

2. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
3. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
4. If the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
6. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content") for a price to be quoted at the time of the request.
7. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.
8. Starting after 48 months of continuous service through successive Agreements, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this Agreement only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

### Agreement Renewal

9. The term of this Agreement shall be 1 year from March 1, 2023.
10. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
11. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
12. In the event of early termination of this Agreement by the Client, full payment of the remainder of the contract is due within 15 days of termination.
13. Each year this Agreement is in effect, a technology investment and benefit fee of 2 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

### Support

14. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
15. Support includes providing technical support of the CivicEngage software, application support (pages and modules), and



## Service & License Agreement for Freeport, NY

technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.

- 16. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicEngage software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
- 17. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

### Intellectual Property, Ownership & Content Responsibility

- 18. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the CivicEngage software or its associated applications and modules.
- 19. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
- 20. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the CivicEngage software in any way; (ii) modify or make derivative works based upon the CivicEngage software; (iii) create Internet "links" to the CivicEngage software or "frame" or "mirror" any CivicEngage administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the CivicEngage software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the CivicEngagesoftware, or (c) copy any ideas, features, functions or graphics of the CivicEngage software.
- 21. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CivicEngage software are trademarks of CivicPlus, and no right or license is granted to use them.

### Taxes

- 22. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

1/30/2023

\_\_\_\_\_  
Date

**ig Sign and E-mail the entire contract with exhibits (if applicable) to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Annual Support, Maintenance and Hosting Fee

<b>2023 Main Site Support, Maintenance and Hosting Fee</b> Includes SSL Certificate Includes CivicMedia and 10 GB related storage Includes Recurring 48 month Redesign Effective through February 28 <sup>29</sup> , 2024 (subject to 2% annual increase)	<b>\$6,072.40</b>
<b>2023 Intranet Department Header Maintenance and Hosting Fee</b> Effective through February 28 <sup>29</sup> , 2024 (subject to 2% annual increase)	<b>\$710.59</b>
<b>2023 Total Fee</b>	<b>\$6,782.99</b>

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 4-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	1x SSL Certificate Shared Web/SQL Server Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Howard E. Colton, Village Attorney  
**DATE:** February 3, 2023  
**RE:** Consulting Agreement – Justin Budhu

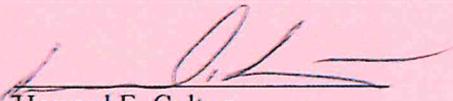
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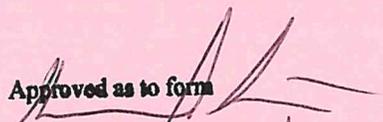
Attached please find a consulting agreement with Justin Budhu, 531 So Ocean Avenue, Freeport, New York 11520, effective retroactive to November 9, 2022 through February 1, 2023. The agreement provides for consulting services, performed in relation to clerical work with Counsel's Office.

The services will be billed at the hourly rate of \$15.00 per hour with a not to exceed cost of \$570.00. The cost of this contract will be charged to A142004 / 545700. There is sufficient funding available to cover the cost of this agreement.

Mr. Budhu, while previously a part-time employee from Nassau County, performed clerical work while not on payroll while the Village waited for Civil Service approval. On February 2, 2023, Mr. Budhu was approved by Civil Service.

If this meets with your approval please place this on the next available Board agenda in executive session to approve this agreement.

  
Howard E. Colton  
Village Attorney

**Approved as to form**  
  
Village Attorney 2/8/2023

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 Counsel's Office; and

**WHEREAS**, the Village is requesting to enter into a Personal Services Agreement with Justin Budhu, 531 So Ocean Avenue, Freeport, New York 11520, effective retroactive to November 9, 2022 through February 1, 2023; and

**WHEREAS**, Budhu, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Counsel's Office 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 \$15.00 per hour with a not to exceed cost of \$570.00; and

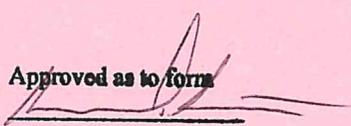
**WHEREAS**, the cost of this contract will be charged to A142004 / 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a Personal Services Agreement with Justin Budhu, 531 So Ocean Avenue, Freeport, New York 11520, effective retroactive to November 9, 2022 through February 1, 2023 at the hourly rate of \$15.00 per hour with a not to exceed cost of \$570.00.

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

  
Village Attorney

2/8/2023

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Justin Budhu**

**November 9, 2022 through February 1, 2023**

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

## **PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Justin Budhu, residing at 531 So Ocean Avenue, New York 11793 (hereinafter referred to as "Budhu"):

### **WITNESSETH:**

WHEREAS, Budhu, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport in Counsel's Office from time to time, in particular, the performance of clerical duties and,

WHEREAS, Budhu, 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 Budhu as an independent contractor, and Budhu 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 November 9, 2022 and shall terminate on February 1, 2023. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Budhu.

3. Compensation.

For all services rendered by Budhu under this Agreement, the IVF shall pay a fee not to exceed \$570.00 with an hourly rate of \$15.00 per hour.

4. Duties

Budhu shall provide the following services to IVF:

Clerical services in Counsel's Office.

5. Extent of Services.

Budhu shall devote such time, attention and energies to the IVF as is required. Budhu 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.

Budhu acknowledges and agrees that this contract shall not give or extend to Budhu 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 Budhu under the terms of this Agreement.

7. Death or Disability

If due to disability or prolonged illness (more than 30 consecutive days) Budhu is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to Budhu.

8. Assignment.

This Agreement may not be assigned by Budhu 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

Justin Budhu  
531 So Ocean Avenue  
Freeport, New York 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. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Budhu hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

**INCORPORATED VILLAGE OF FREEPORT**

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

\_\_\_\_\_  
**JUSTIN BUDHU**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**HOWARD E. COLTON**  
Village Attorney

**VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy  
From: Pamela Walsh Boening, Village Clerk  
Date: February 3, 2023  
Re: Miscellaneous Sidewalk Resolution  
Location: Various  
Contractor: Armond Cement Construction, Co. Inc. Total \$16,497.52

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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 103-2022

**Owner:** Bajan Corp  
PO Box 239  
Oyster Bay, NY 11771  
Sec, Blk., Lot (s): 62-126-10  
**Location:** 171 S. Bayview Avenue AKA 295 W. Merrick Road  
**Contractor:** Armond Cement Construction Co., Inc.  
**Charges:** \$3,230.16

\*\*\*

Sidewalk Survey: #MSW 145-2022

**Owner:** **Family & Children's Association**  
377 Oak St 5<sup>th</sup> Floor  
Garden City, NY 11530  
Sec, Blk, Lot(s): 62-076-19

**Location:** **155 Guy Lombardo Avenue**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$1,032.00

\*\*\*

Sidewalk Survey: #MSW 386-2020

**Owner:** **Beverly Cason**  
187 S. Ocean Avenue  
Freeport, NY 11520  
Sec, Blk, Lot(s): 62-109-2

**Location:** **187 S. Ocean Avenue**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$524.40

\*\*\*

Sidewalk Survey: #MSW 271-2021

**Owner:** **Robert Ortiz**  
217 S Ocean Avenue  
Freeport, NY 11520  
Sec, Blk, Lot(s): 62-110-11

**Location:** **217 S. Ocean Avenue**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$752.50

\*\*\*

Sidewalk Survey: #MSW 110-2022

**Owner:** **Hawthorne Gardens Owners**  
**In care of Einsidler MGMT Inc**  
535 Broadhollow Road Ste A15  
Melville, NY 11747  
Sec, Blk, Lot(s): 62-109-1

**Location:** **153 Smith Street AKA 133-159 Smith Street**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$7,353.02

\*\*\*

Sidewalk Survey: #MSW 130-2022

**Owner:** **Melanie and Mesfin Savage**  
305 Smith Street  
Freeport, NY 11520  
Sec, Blk, Lot(s): 62-132-7

**Location:** **305 Smith Street**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$839.52

\*\*\*

Sidewalk Survey: #MSW 111-2022

**Owner:** **A. Ruiz and R. Hernandez**  
315 Smith Street  
Freeport, NY 11520  
Sec, Blk, Lot(s): 62-132-4

**Location:** **315 Smith Street**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$652.96

\*\*\*

Sidewalk Survey: #MSW 109-2022

**Owner:** **Lillian Wittingham**  
334 Smith Street  
Freeport, NY 11520  
Sec, Blk, Lot(s): 62-126-202

**Location:** **334 Smith Street**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$2,112.96

*Pamela Walsh Boening*

Pamela Walsh Boening, Village Clerk

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

RECEIVED

2023 FEB -3 A 8:41

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: January 26, 2023

RE: Hazardous Sidewalk – 171 S Bayview Avenue AKA 295 W Merrick Road

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

**171 S Bayview Avenue AKA 295 W Merrick Road**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

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

Signature: Alan Luna

Date: 02/01/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**Armond Cement Contracting Co., Inc.**

1808 Alice Street  
Merrick, NY 11566  
(516) 546-3351  
(516) 242-0244 cell  
FAX (516) 546-3901  
esposito@armondcement.com  
www.armondcement.com

**INVOICE**

January 24, 2023

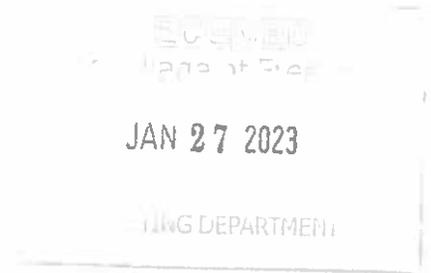
Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

**JOB LOCATION:** 171 S Bayview Avenue

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF =	375.6 SF	=	\$3,230.16
4 in. sidewalk @ \$10.60/SF (less than 80 SF) =			
6 in. sidewalk @ \$10.10/SF =			
6 in. sidewalk @ \$9.60/SF (less than 30 SF) =			
Curbing @ \$26.00/LF =			
Sawcutting @ \$1.00/LF =			
	<b>TOTAL</b>	<b>=</b>	<b>\$3,230.16</b>



*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

**SIDEWALK INSPECTION FORM**

DATE: AUG 30, 2022

ADDRESS: 171 S. DAYVIEW AVENUE (AKA 295 W. MCCLINTOCK RD)

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLIENTS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 375.6"

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

(40x4=160) (16x4=64) (16x4=64) (5x4=20) (8.9x4=35.6) (8x4=32)

4" \_\_\_\_\_ 6" NONE SAWCUTTING \_\_\_\_\_

INSPECTION PERFORMED BY: [Signature] DATE: 8/30/22

REVIEWED BY: [Signature] DATE: 9/1/22

Account #:  Quick Search:  Tax Year:

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

<b>BAJAN CORP</b> Account <b>200-8619.700</b> Active Code <b>ACTIVE</b> Status Code <b>NORMAL</b> Social Security *****0000 Driver's License 00000000000			<b>Account Summaries</b> <b>Site Information - Assessments</b>				<b>Balance and Status: Tax</b>																																																							
<b>Fast Facts</b> Owner Credit Score - A			Refuse Fees Misc Charges Personal Property Personal Property List Real Property Real Property List Land Building Total Less Exemptions <b>TOTAL VALUE</b>				<table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr><td>2022</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2021</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2020</td><td>\$50,341.43</td><td></td><td></td></tr> <tr><td>2019</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2018</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2017</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2016</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2015</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2014</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2013</td><td>\$47,840.21</td><td></td><td></td></tr> <tr><td>2012</td><td>\$45,631.59</td><td></td><td></td></tr> <tr><td><b>Total</b></td><td><b>\$1,255,004.94</b></td><td></td><td></td></tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$47,840.21			2021	\$47,840.21			2020	\$50,341.43			2019	\$47,840.21			2018	\$47,840.21			2017	\$47,840.21			2016	\$47,840.21			2015	\$47,840.21			2014	\$47,840.21			2013	\$47,840.21			2012	\$45,631.59			<b>Total</b>	<b>\$1,255,004.94</b>		
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<b>Mailing Address</b> PO BOX 239 OYSTER BAY, NY 11771-0239 No Phone Number Available																																																														
<b>Account Calendar</b> On Date: 10/05/1998 Last Paid: 03/30/2022 Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH																																																														

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

RECEIVED  
2023 FEB -3 A 8:41

TO: Raymond Werner, Department of Public Works  
FROM: Samantha Hall, Deputy Registrar  
DATE: January 26, 2023  
RE: **Hazardous Sidewalk – 155 Guy Lombardo**

---

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

**155 Guy Lombardo**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

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

Signature: Alan Luna

Date: 02/01/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**Armond Cement Contracting Co., Inc.**

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www.armondcement.com

**INVOICE**

January 24, 2023

Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 155 Guy Lombardo Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 120 SF = \$1,032.00

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) =

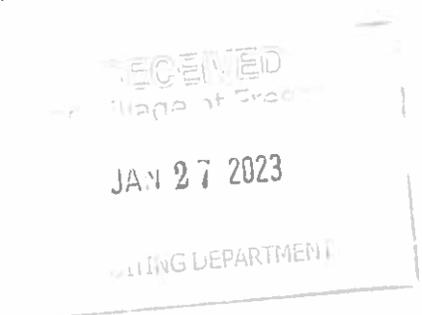
6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF  
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$1,032.00



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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

**SIDEWALK INSPECTION FORM**

DATE: AUG 30, 2022

ADDRESS: 155 Guy Lombardo AVE

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 120 6" \_\_\_\_\_

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

4" (10x4 = 40) (4x4 = 16) 6" (4x4 = 16) (4x4 = 16) (4x4 = 16) (4x4 = 16) SAWCUTTING \_\_\_\_\_

INSPECTION PERFORMED BY: [Signature] DATE: 8/30/22

REVIEWED BY: [Signature] DATE: 9/1/22

Account #:

200-7210.700

Quick Search:

Account #

Tax Year:

2022

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

<b>FAMILY &amp; CHILDREN'S ASSOC</b> Account: 200-7210.700 Active Code: ACTIVE Status Code: NORMAL Social Security: *****0000 Driver's License: 000000000000			<b>Account Summaries</b>																																																						
<b>Fast Facts</b> Owner: Credit Score - A Property Tax Exemption			<b>Site Information - Assessments</b>		<b>Balance and Status: Tax</b>																																																				
<b>Service Address</b> 155 GUY LOMBARDO AVE FREEPORT, NY 11520-4440			Refuse Fees \$518.00 Misc Charges Personal Property \$0.00 Personal Property List \$0.00 Real Property \$14,210.00 Real Property List \$14,210.00 Land \$4,680.00 Building \$9,530.00 Total \$14,210.00 Less Exemptions <b>TOTAL VALUE \$0.00</b>		<table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr><td>2022</td><td>\$518.00</td><td></td><td></td></tr> <tr><td>2021</td><td>\$518.00</td><td></td><td></td></tr> <tr><td>2020</td><td>\$490.00</td><td></td><td></td></tr> <tr><td>2019</td><td>\$490.00</td><td></td><td></td></tr> <tr><td>2018</td><td>\$490.00</td><td></td><td></td></tr> <tr><td>2017</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2016</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2015</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2014</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2013</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2012</td><td>\$465.00</td><td></td><td></td></tr> <tr><td><b>Total</b></td><td><b>\$11,189.00</b></td><td></td><td></td></tr> </tbody> </table>	Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$518.00			2021	\$518.00			2020	\$490.00			2019	\$490.00			2018	\$490.00			2017	\$465.00			2016	\$465.00			2015	\$465.00			2014	\$465.00			2013	\$465.00			2012	\$465.00			<b>Total</b>	<b>\$11,189.00</b>		
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VILLAGE OF FREEPORT RECEIVED  
INTER-OFFICE CORRESPONDENCE

2023 FEB -3 A 8: 41

TO: Raymond Werner, Department of Public Works

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

FROM: Samantha Hall, Deputy Registrar

DATE: January 30, 2023

RE: **Hazardous Sidewalk – 187 S Ocean Avenue**

---

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

**187 S. Ocean Avenue**

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

Was inspected and found to be satisfactorily completed .

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

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

Signature: Alan Luna

Date: 02/01/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

*Armond Cement Contracting Co., Inc.*

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**INVOICE**

January 24, 2023

Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 187 S Ocean Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 49b SF = \$519.40

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF  
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF = 5 LF = \$5.00

TOTAL = \$524.40



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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

**SIDEWALK INSPECTION FORM**

DATE: 11-24-20

ADDRESS: 187 S. Ocean Avenue

DATE INSPECTION REQUESTED: 10-20-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED / LIFTED SECTIONS OF SIDEWALK 4" SW

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 49 sq. ft.

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

4" 5' x 4.9' 6" SAWCUTTING 5 ft.  
5' x 4.9'

DATE RETURNED TO SENDER: \_\_\_\_\_

INSPECTION PERFORMED BY: Robert McCormick DATE 11-24-20

REVIEWED BY: [Signature] DATE 12/2/20

Account #:

200-8422.700

Quick Search:

Account #

Tax Year:

2020

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

<b>CASON BEVERLY</b> Account <b>200-8422.700</b> Active Code <b>ACTIVE</b> Status Code <b>NORMAL</b> Social Security *****0000 Driver's License 000000000000			<b>Account Summaries</b> <b>Site Information - Assessments</b> Refuse Fees \$950.00 Misc Charges - Personal Property \$0.00 Personal Property List \$0.00 Real Property \$7,175.00 Real Property List \$7,175.00 Land \$4,617.00 Building \$2,558.00 <b>Total \$7,175.00</b> Less Exemptions \$1,794.00 <b>TOTAL VALUE \$5,381.00</b>				<b>Balance and Status: Tax</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr><td>2020</td><td>\$4,477.41</td><td></td><td></td></tr> <tr><td>2019</td><td>\$3,540.72</td><td></td><td></td></tr> <tr><td>2018</td><td>\$5,822.87</td><td></td><td></td></tr> <tr><td>2017</td><td>\$5,369.74</td><td></td><td></td></tr> <tr><td>2016</td><td>\$5,369.74</td><td></td><td></td></tr> <tr><td>2015</td><td>\$5,369.74</td><td></td><td></td></tr> <tr><td>2014</td><td>\$5,369.74</td><td></td><td></td></tr> <tr><td>2013</td><td>\$6,321.90</td><td></td><td></td></tr> <tr><td>2012</td><td>\$5,246.57</td><td></td><td></td></tr> <tr><td>2011</td><td>\$5,350.65</td><td></td><td></td></tr> <tr><td>2010</td><td>\$5,150.00</td><td></td><td></td></tr> <tr> <td><b>Total</b></td> <td><b>\$104,528.79</b></td> <td></td> <td><b>\$10.00</b></td> </tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2020	\$4,477.41			2019	\$3,540.72			2018	\$5,822.87			2017	\$5,369.74			2016	\$5,369.74			2015	\$5,369.74			2014	\$5,369.74			2013	\$6,321.90			2012	\$5,246.57			2011	\$5,350.65			2010	\$5,150.00			<b>Total</b>	<b>\$104,528.79</b>		<b>\$10.00</b>
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<b>Service Address</b> 187 S OCEAN AVE FREEPORT, NY 11520-4443			<b>Tax Account Information</b> Map ID 62-109-2 Elderly Lien - Property Class 220 - 2 FAMILY RESIDENCE Ward 1 - TAXABLE Lot Size DIMEN 90.00 X 183.00  COUNTY CLS: 220.01																																																											
<b>Services</b> <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>BILLING</td> <td></td> <td></td> </tr> </tbody> </table>			Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL	ACTIVE		BILLING			<b>Account Calendar</b> On Date: 10/05/1998 Last Paid: 09/28/2020 Last Bill: 03/01/2020 Due Date: 09/01/2020 ACH Date: Not on ACH																																												
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VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

2023 FEB -3 A 8:41

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: January 30, 2023

RE: Hazardous Sidewalk – 217 S Ocean Avenue

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

**217 S. Ocean Avenue**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

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

Signature: Alm Luna

Date: 02/01/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**Armond Cement Contracting Co., Inc.**

1808 Alice Street  
Merrick, NY 11566  
(516) 546-3351  
(516) 242-0244 cell  
FAX (516) 546-3901  
esposito@armondcement.com  
www.armondcement.com

**INVOICE**

January 24, 2023

Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 217 S Ocean Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 87.5 SF = \$752.50

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF  
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$752.50

JAN 27 2023

ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)

**SIDEWALK INSPECTION FORM**

DATE: 5/27/2022

ADDRESS: 217 S. Ocean Ave.

DATE INSPECTION REQUESTED: 12/7/2021

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS  
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS  
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 87.5  
4" SW      6" SW

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

4" 2.5x5/10x5/5x5 6" SAWCUTTING

DATE RETURNED TO SENDER: \_\_\_\_\_

INSPECTION PERFORMED BY:

Robert McOmish DATE 5/27/2022

REVIEWED BY: LRP DATE 6/6/22

Account #: 200-8435.700

Quick Search: Account #

Tax Year: 2021

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

<b>ORTIZ ROBERT</b> Account <b>200-8435.700</b> Active Code <b>ACTIVE</b> Status Code <b>NORMAL</b> Social Security *****0000 Driver's License Fast Facts Credit Score - A  Service Address 217 S OCEAN AVE FREEPORT, NY 11520-4445 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table> Cycle 1 — CYCLE 1 Route 200 — ROUTE 200 Service Area 1 — DEFAULT Tax District 1 — VILLAGE OF FREEPORT Mailing Address 217 S OCEAN AVE FREEPORT, NY 11520-4445 No Phone Number Available ORTIZ ROBERT  Account Calendar On Date: 10/05/1998 Last Paid: 09/29/2021 Last Bill: 03/01/2021 Due Date: 09/01/2021 ACH Date: Not on ACH			Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		<b>Account Summaries</b> <table border="1"> <thead> <tr> <th colspan="2">Site Information - Assessments</th> <th colspan="2">Balance and Status: Tax</th> </tr> <tr> <th></th> <th></th> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> <td>2021</td> <td>\$4,224.61</td> <td></td> <td></td> </tr> <tr> <td>Misc Charges</td> <td>-</td> <td>2020</td> <td>\$4,390.40</td> <td></td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$ .00</td> <td>2019</td> <td>\$4,196.61</td> <td></td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$ .00</td> <td>2018</td> <td>\$4,196.61</td> <td></td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$5,950.00</td> <td>2017</td> <td>\$4,171.61</td> <td></td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$5,950.00</td> <td>2016</td> <td>\$4,171.61</td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td>\$3,240.00</td> <td>2015</td> <td>\$4,171.61</td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>\$2,710.00</td> <td>2014</td> <td>\$4,171.61</td> <td></td> <td></td> </tr> <tr> <td><b>Total</b></td> <td><b>\$5,950.00</b></td> <td>2013</td> <td>\$5,180.81</td> <td></td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td>2012</td> <td>\$4,963.09</td> <td></td> <td></td> </tr> <tr> <td><b>TOTAL VALUE</b></td> <td><b>\$5,950.00</b></td> <td>2011</td> <td>\$4,813.97</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>Total</b></td> <td><b>\$92,091.84</b></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="4">Payment Summary</th> <th colspan="2">Tax Account Information</th> </tr> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> <th>Map ID</th> <th>62-110-11</th> </tr> </thead> <tbody> <tr> <td>09/29/2021</td> <td>TAX 2ND 2021</td> <td>09/29/2021</td> <td>\$2,112.31</td> <td>Elderly Lien</td> <td>-</td> </tr> <tr> <td>03/31/2021</td> <td>TAX 1ST 2021</td> <td>03/31/2021</td> <td>\$2,112.30</td> <td>Property Class</td> <td>210 - ONE FAMILY RESIDENCE</td> </tr> <tr> <td>09/25/2020</td> <td>TAX 2ND 2020</td> <td>09/25/2020</td> <td>\$2,195.20</td> <td>Ward</td> <td>1 - TAXABLE</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Lot Size</td> <td>DIMEN 75.00 X 180.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>COUNTY CLS:</td> <td>210.01</td> </tr> </tbody> </table>				Site Information - Assessments		Balance and Status: Tax				Year	Total Tax	Delinq. Tax	Misc. Chgs.	Refuse Fees	\$518.00	2021	\$4,224.61			Misc Charges	-	2020	\$4,390.40			Personal Property	\$ .00	2019	\$4,196.61			Personal Property List	\$ .00	2018	\$4,196.61			Real Property	\$5,950.00	2017	\$4,171.61			Real Property List	\$5,950.00	2016	\$4,171.61			Land	\$3,240.00	2015	\$4,171.61			Building	\$2,710.00	2014	\$4,171.61			<b>Total</b>	<b>\$5,950.00</b>	2013	\$5,180.81			Less Exemptions	-	2012	\$4,963.09			<b>TOTAL VALUE</b>	<b>\$5,950.00</b>	2011	\$4,813.97					<b>Total</b>	<b>\$92,091.84</b>			Payment Summary				Tax Account Information		Payment Date	Type	Posting Date	Payment	Map ID	62-110-11	09/29/2021	TAX 2ND 2021	09/29/2021	\$2,112.31	Elderly Lien	-	03/31/2021	TAX 1ST 2021	03/31/2021	\$2,112.30	Property Class	210 - ONE FAMILY RESIDENCE	09/25/2020	TAX 2ND 2020	09/25/2020	\$2,195.20	Ward	1 - TAXABLE					Lot Size	DIMEN 75.00 X 180.00					COUNTY CLS:	210.01
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VILLAGE OF FREEPORT RECEIVED  
INTER-OFFICE CORRESPONDENCE

2023 FEB -3 A 8: 41

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: January 30, 2023

RE: **Hazardous Sidewalk – 153 Smith Street AKA 133-159 Smith Street**

---

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

**153 Smith Street AKA 133-159 Smith Street**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

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

Signature: Ann Lu \_\_\_\_\_.

Date: 02/01/23 \_\_\_\_\_.

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**Armond Cement Contracting Co., Inc.**

1808 Alice Street  
Merrick, NY 11566  
(516) 546-3351  
(516) 242-0244 cell  
FAX (516) 546-3901  
esposito@armondcement.com  
www.armondcement.com

**INVOICE**

January 24, 2023

Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 153 Smith Street

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =	737.9 SF	=	\$6,345.94
4 in. sidewalk @ \$10.60/SF (less than 80 SF) =			
6 in. sidewalk @ \$10.10/SF =	50.8 SF	=	\$513.08
6 in. sidewalk @ \$9.60/SF (less than 30 SF) =			
Curbing @ \$26.00/LF =	19 SF	=	\$494.00
Sawcutting @ \$1.00/LF =			
	TOTAL	=	\$7,353.02

JAN 27 2023

ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)

**SIDEWALK INSPECTION FORM**

DATE: 9/16/22

ADDRESS: 153 SMITH STREET AKA 133-159 SMITH

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLIENTS

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: CRACKED UPLIFTED

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 737.96" 50.8

CURB TO BE REPLACED: 19 LF

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

(10.3x5)(4) 5x5 (4.9x5)(9.5x5)(10x5)(4.7x5)(7x5)(9.5x5) (5) 4x4 (15.8x4)  
12x4) 4'(9.8x4)(3.5x4)(11.8x4)(16.7x4) SAWCUTTING

(6" S.W = 12.7x4)

INSPECTION PERFORMED BY: [Signature] DATE: 9/16/22

REVIEWED BY: [Signature] DATE: 9/20/22

Account #:

200-8421.700

Quick Search:

Account #

Tax Year:

2022

TAX

No Account Alerts

Summary

Balance & Status

Billing

Payments

Premise & Devices

Usage

Workflow

HAWTHORNE GARDENS OWNERS			Account Summaries			
Account	200-8421.700		<b>Site Information - Assessments</b>			
Active Code	ACTIVE		Refuse Fees			
Status Code	NORMAL		Misc Charges			
Social Security	*****0000		Personal Property			
Driver's License	000000000000		Personal Property List			
<b>Fast Facts</b>			Real Property			
Owner			Real Property List			
Credit Score - A			Land			
Property Tax Exemption			Building			
<b>Service Address</b>			<b>Total</b>			
133 159 SMITH ST			Less Exemptions			
FREEPORT, NY 11520-4483			<b>TOTAL VALUE</b>			
<b>Services</b>			<b>Balance and Status: Tax</b>			
Description	Status	Model/Size	Year	Total Tax	Delinq. Tax	Misc. Chgs.
TAX	ACTIVE		2022	\$58,234.30		
TAX BILLING	ACTIVE		2021	\$58,034.33		
GARBAGE COLL	ACTIVE		2020	\$60,978.06		
BILLING			2019	\$58,234.30		
< >			2018	\$58,120.30		
Cycle	1 - CYCLE 1		2017	\$58,177.61		
Route	200 - ROUTE 200		2016	\$67,028.00		
Service Area	1 - DEFAULT		2015	\$67,028.00		
Tax District	1 - VILLAGE OF FREEPORT		2014	\$66,547.08		
<b>Mailing Address</b>			2013	\$66,505.34		
In Care Of C/O EINSIDLER MGMT INC			2012	\$63,076.11		
535 BROADHOLLOW RD, STE A15			<b>Total</b>	<b>\$1,323,251.48</b>		
MELVILLE, NY 11747-3719			<b>Tax Account Information</b>			
No Phone Number Available			Map ID	62-109--1		
<b>Account Calendar</b>			Elderly Lien	-		
On Date:	03/28/2000		Property Class	413 - COOPERATIVE		
Last Paid:	03/23/2022		Ward	1 - TAXABLE		
Last Bill:	03/01/2022		Lot Size	DIMEN .00 X .00		
Due Date:	03/01/2022		LOT-GRP:1,11			
ACH Date:	Not on ACH		COUNTY CLS: 411.12			

VILLAGE OF FREEPORT RECEIVED  
INTER-OFFICE CORRESPONDENCE

2023 FEB -3 A 8:41

TO: Raymond Werner, Department of Public Works  
FROM: Samantha Hall, Deputy Registrar  
DATE: January 30, 2023  
RE: **Hazardous Sidewalk – 305 Smith Street**

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

**305 Smith Street**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

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

Signature: Alan Luna

Date: 02/01/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**Armond Cement Contracting Co., Inc.**

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**INVOICE**

January 24, 2023

Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 305 Smith Street

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 79.2 SF = \$839.52

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF  
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$839.52

JAN 27 2023

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

**SIDEWALK INSPECTION FORM**

DATE: SEPT 2, 2022

ADDRESS: 305 SMITH STREET

DATE INSPECTION REQUESTED: AUG 16, 2022

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: CRACKED & UPLIFTED SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 79.2 6"

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

(2) 3.6x4 (2) 4x4  
4" (4.6x4)

6"

SAWCUTTING

INSPECTION PERFORMED BY: *[Signature]*

DATE: SEPT 2, 2022

REVIEWED BY: *[Signature]*

DATE: 9/9/22

Account #:

200-8690.700

Quick Search:

Account #

Tax Year:

2022

TAX

No Account Alerts

Summary

Balance & Status

Billing

Payments

Premise & Devices

Usage

Workflow

<b>SAVAGE MESFIN &amp; MELANIE</b> Account <b>200-8690.700</b> Active Code <b>ACTIVE</b> Status Code <b>NORMAL</b> Social Security *****0000 Driver's License <b>Fast Facts</b> Credit Score - A <b>Service Address</b> 305 SMITH ST FREEPORT, NY 11520-4229 <b>Services</b> <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Modal/Size</th> </tr> </thead> <tbody> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table> < > Cycle 1 - CYCLE 1 Route 200 - ROUTE 200 Service Area 1 - DEFAULT Tax District 1 - VILLAGE OF FREEPORT <b>Mailing Address</b> 305 SMITH ST FREEPORT, NY 11520-4229 No Phone Number Available SAVAGE MESFIN & MELANIE <b>Account Calendar</b> On Date: 10/05/1998 Last Paid: 03/30/2022 Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH			Description	Status	Modal/Size	TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		<b>Account Summaries</b> <b>Site Information - Assessments</b> <table border="1"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> </tr> <tr> <td>Misc Charges</td> <td>-</td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> </tr> <tr> <td>Real Property</td> <td>\$6,169.00</td> </tr> <tr> <td>Real Property List</td> <td>\$6,169.00</td> </tr> <tr> <td>Land</td> <td>\$2,570.00</td> </tr> <tr> <td>Building</td> <td>\$3,599.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$6,169.00</b></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> </tr> <tr> <td><b>TOTAL VALUE</b></td> <td><b>\$6,169.00</b></td> </tr> </tbody> </table>				Item	Amount	Refuse Fees	\$518.00	Misc Charges	-	Personal Property	\$0.00	Personal Property List	\$0.00	Real Property	\$6,169.00	Real Property List	\$6,169.00	Land	\$2,570.00	Building	\$3,599.00	<b>Total</b>	<b>\$6,169.00</b>	Less Exemptions	-	<b>TOTAL VALUE</b>	<b>\$6,169.00</b>	<b>Balance and Status: Tax</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$4,361.04</td> <td></td> <td></td> </tr> <tr> <td>2021</td> <td>\$4,361.04</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>\$1,256.31</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>\$1,218.24</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$1,218.24</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td>\$1,193.24</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td>\$1,193.24</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$1,193.24</td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td>\$1,193.24</td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td>\$1,193.24</td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td>\$1,159.62</td> <td></td> <td></td> </tr> <tr> <td><b>Total</b></td> <td><b>\$32,114.93</b></td> <td></td> <td></td> </tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$4,361.04			2021	\$4,361.04			2020	\$1,256.31			2019	\$1,218.24			2018	\$1,218.24			2017	\$1,193.24			2016	\$1,193.24			2015	\$1,193.24			2014	\$1,193.24			2013	\$1,193.24			2012	\$1,159.62			<b>Total</b>	<b>\$32,114.93</b>		
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VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

RECEIVED

2023 FEB -3 A 8:41

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: January 30, 2023

RE: **Hazardous Sidewalk – 315 Smith Street**

---

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

**315 Smith Street**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

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

Signature: Alm Lu

Date: 02/01/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**Armond Cement Contracting Co., Inc.**

1808 Alice Street  
Merrick, NY 11566  
(516) 546-3351  
(516) 242-0244 cell  
FAX (516) 546-3901  
esposito@armondcement.com  
www.armondcement.com

**INVOICE**

January 24, 2023

Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 315 Smith Street

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 61.6 SF = \$652.96

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF  
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$652.96

JAN 27 2023

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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

SIDEWALK INSPECTION FORM

DATE: SEPT 2, 2022

ADDRESS: 315 SMITH STREET

DATE INSPECTION REQUESTED: AUG 16, 2022

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: CRACKED & UPLIFTED SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4' 6" 6" <sup>SIF</sup>

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

(2) 3.7x4 (2) 4x4

4" \_\_\_\_\_ 6" \_\_\_\_\_ SAWCUTTING \_\_\_\_\_

INSPECTION PERFORMED BY: *[Signature]*

DATE: SEPT 2, 2022

REVIEWED BY: *[Signature]*

DATE: 9/9/22

Account #:  Quick Search:  Tax Year:

TAX No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

<b>RUIZ A &amp; R AND HERNANDEZ</b>		
Account	200-8688.700	
Active Code	ACTIVE	
Status Code	NORMAL	
Social Security	*****0000	
Driver's License		
<b>Fast Facts</b>		
Credit Score - A		
Property Tax Exemption		
<b>Service Address</b>		
315 SMITH ST FREEPORT, NY 11520-4229		
<b>Services</b>		
Description	Status	Model/Size
TAX	ACTIVE	
TAX BILLING	ACTIVE	
GARBAGE COLL BILLING	ACTIVE	
< <input type="text" value=""/> >		
Cycle	1 - CYCLE 1	
Route	200 - ROUTE 200	
Service Area	1 - DEFAULT	
Tax District	1 - VILLAGE OF FREEPORT	
<b>Mailing Address</b>		
315 SMITH ST FREEPORT, NY 11520-4229 No Phone Number Available RUIZ A & R AND HERNANDEZ		
<b>Account Calendar</b>		
On Date:	10/05/1998	
Last Paid:	03/30/2022	
Last Bill:	03/01/2022	
Due Date:	03/01/2022	
ACH Date:	Not on ACH	

<b>Account Summaries</b>			
<b>Site Information - Assessments</b>		<b>Balance and Status: Tax</b>	
Refuse Fees	\$518.00	Year	Total Tax
Misc Charges	-	2022	\$3,674.54
Personal Property	\$ 0.00	2021	\$3,674.54
Personal Property List	\$ 0.00	2020	\$3,811.57
Real Property	\$5,630.00	2019	\$3,646.54
Real Property List	\$5,630.00	2018	\$3,646.54
Land	\$2,569.00	2017	\$3,621.54
Building	\$3,061.00	2016	\$3,621.54
<b>Total</b>	<b>\$5,630.00</b>	2015	\$3,972.26
<b>Less Exemptions</b>	<b>\$563.00</b>	2014	\$3,228.45
<b>TOTAL VALUE</b>	<b>\$5,067.00</b>	2013	\$3,254.61
		2012	\$3,291.74
		<b>Total</b>	<b>\$80,599.45</b>

<b>Payment Summary</b>			
Payment Date	Type	Posting Date	Payment
03/30/2022	TAX 1ST 2022	03/30/2022	\$1,837.27
09/29/2021	TAX 2ND 2021	09/29/2021	\$1,837.27
03/31/2021	TAX 1ST 2021	03/31/2021	\$1,837.27

<b>Tax Account Information</b>	
Map ID	62-132-4
Elderly Lien	-
Property Class	210 - ONE FAMILY RESIDENCE
Ward	1 - TAXABLE
Lot Size	DIMEN 50.00 X 175.00
LOT-GRP:4 & 127	
COUNTY CLS: 210.01	

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

RECEIVED

2023 FEB -3 A 8:41

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: January 30, 2023

RE: **Hazardous Sidewalk – 334 Smith Street**

---

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

**334 Smith Street**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

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

Signature: Alan Luna

Date: 02/01/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**Armond Cement Contracting Co., Inc.**

1808 Alice Street  
Merrick, NY 11566  
(516) 546-3351  
(516) 242-0244 cell  
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**INVOICE**

January 24, 2023

Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 334 Smith Street

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 225.6 SF = \$1,940.16

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF  
(less than 30 SF) = 18 SF = \$172.80

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$2,112.96

JAN 27 2023

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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)

**SIDEWALK INSPECTION FORM**

DATE: SEPT 2, 2022

ADDRESS: 334 SMITH STREET

DATE INSPECTION REQUESTED: AUG 16, 2022

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: CRACKED & UPLIFTED SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" <sup>S.F</sup> 225.66" 18" <sup>S.F</sup> 18"

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

(2) 4.3x4 (4x4) (16.9x4)  
4" (31.2x4) 6" (4.5x4) SAWCUTTING

INSPECTION PERFORMED BY: [Signature] DATE: SEPT 2, 2022

REVIEWED BY: [Signature] DATE: 9/9/22

Account #: 200-8626 700

Quick Search: Account #

Tax Year: 2022

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

<b>WITTINGHAM LILLIAN</b> Account <b>200-8626.700</b> Active Code <b>ACTIVE</b> Status Code <b>NORMAL</b> Social Security *****0000 Driver's License <b>Fast Facts</b> Credit Score - A			<b>Account Summaries</b> <b>Site Information - Assessments</b> <table border="1"> <tr> <td>Refuse Fees</td> <td>\$518.00</td> </tr> <tr> <td>Misc Charges</td> <td>-</td> </tr> <tr> <td>Personal Property</td> <td>\$ .00</td> </tr> <tr> <td>Personal Property List</td> <td>\$ .00</td> </tr> <tr> <td>Real Property</td> <td>\$5,400.00</td> </tr> <tr> <td>Real Property List</td> <td>\$5,400.00</td> </tr> <tr> <td>Land</td> <td>\$2,962.00</td> </tr> <tr> <td>Building</td> <td>\$2,438.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$5,400.00</b></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> </tr> <tr> <td><b>TOTAL VALUE</b></td> <td><b>\$5,400.00</b></td> </tr> </table>				Refuse Fees	\$518.00	Misc Charges	-	Personal Property	\$ .00	Personal Property List	\$ .00	Real Property	\$5,400.00	Real Property List	\$5,400.00	Land	\$2,962.00	Building	\$2,438.00	<b>Total</b>	<b>\$5,400.00</b>	Less Exemptions	-	<b>TOTAL VALUE</b>	<b>\$5,400.00</b>	<b>Balance and Status: Tax</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$3,881.98</td> <td></td> <td></td> </tr> <tr> <td>2021</td> <td>\$3,881.98</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>\$4,029.86</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>\$3,853.98</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$3,853.98</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td>\$3,828.98</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td>\$3,828.98</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$3,828.98</td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td>\$3,828.98</td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td>\$3,828.98</td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td>\$4,743.24</td> <td></td> <td></td> </tr> <tr> <td><b>Total</b></td> <td><b>\$90,867.30</b></td> <td></td> <td></td> </tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$3,881.98			2021	\$3,881.98			2020	\$4,029.86			2019	\$3,853.98			2018	\$3,853.98			2017	\$3,828.98			2016	\$3,828.98			2015	\$3,828.98			2014	\$3,828.98			2013	\$3,828.98			2012	\$4,743.24			<b>Total</b>	<b>\$90,867.30</b>		
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Description	Status	Model/Size																																																																																		
TAX BILLING	ACTIVE																																																																																			
GARBAGE COLL BILLING	ACTIVE																																																																																			
Payment Date	Type	Posting Date	Payment																																																																																	
03/30/2022	TAX 1ST 2022	03/30/2022	\$1,940.99																																																																																	
09/29/2021	TAX 2ND 2021	09/29/2021	\$1,940.99																																																																																	
03/31/2021	TAX 1ST 2021	03/31/2021	\$1,940.99																																																																																	
<b>Mailing Address</b> 334 SMITH ST FREEPORT, NY 11520-4231 No Phone Number Available WITTINGHAM LILLIAN			<b>Tax Account Information</b> Map ID 62-126--202 Elderly Lien - Property Class 210 - ONE FAMILY RESIDENCE Ward 1 - TAXABLE Lot Size DIMEN 91.00 X 135.00 COUNTY CLS: 210.01																																																																																	
<b>Account Calendar</b> On Date: 10/05/1998 Last Paid: 03/30/2022 Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH																																																																																				

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

To: Mayor Robert Kennedy

Date: 2/17/23

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

---

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Acquisition of vehicles and playground equipment" and associated capital H199702 528800 2020 Vehicle-Clerk's Office project. The New York State Comptroller mandates that the Village Board give authorization to close out capital projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account (A200 120171).

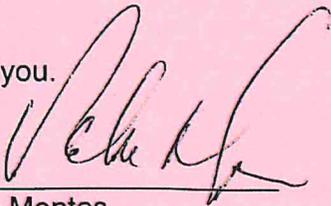
**Debt History of Project:**

Authorized: 2/3/2020  
Amount Authorized: \$57,750  
Initial Financing: 2020 Series F BAN on 12/15/2020  
Rolled to 2021 Series A BOND on 4/28/2021

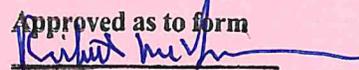
Remaining in Project from Debt Proceeds	\$ 2,880.18
Interest Earned as of 1/31/2023	<u>83.71</u>
Total cash remaining as of 1/31/23	\$2,963.89

Please see the attached copy of the capital project expenditures for this project.

Thank you.



Valerie Montes  
Deputy Treasurer

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 3, 2020, the Village of Freeport Board of Trustees approved a \$57,750 bond resolution to finance the acquisition of vehicles and playground equipment; and

**WHEREAS**, initial funding for the capital project, H199702 528800 – 2020 Vehicle-Clerk’s Office, was obtained on December 15, 2020 through the issuance of the 2020 Series F Bond Anticipation Notes (BAN); and

**WHEREAS**, this BAN was rolled to the 2021 Series A BOND on April 28, 2021; and

**WHEREAS**, there is \$2,880.18 remaining in the project from debt proceeds and the interest earned as of January 31, 2023 is \$83.71; and

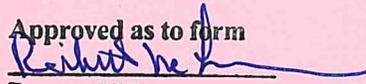
**WHEREAS**, the NYLFN \$165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

**WHEREAS**, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account A200 120171; and

**NOW THEREFORE BE IT RESOLVED**, that the Board authorize the closing of the above referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, a sum of Two Thousand Nine Hundred Sixty-Three Dollars and Eighty-Nine Cents (\$2,963.89) as of January 31, 2022 be moved to the General Fund Reserve for Debt Service cash account A200 120171.

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

Authorized	2/3/2020		PREPARED BY: CLERK'S OFFICE		16,515.00	
H199702 528800 2020 VEHICLE - CLERK'S OFFICE						
VENDOR NAME	INV#	PO#	DATE PAID	AMOUNT	2020 BAN SE	16,515.00
WEBSMART	CW220633	20221714	7/11/2022	13,251.88	TOTAL BAN	16,515.00
					Interest Earned	
					CLASS #320	83.71
					AS OF 1/31/23	
					H200 124996	
					TOTAL INTEREST	83.71
<b>FINANCING COSTS</b>						
LIBERTY CAP	622	20214754	2/22/2021	37.45		
ROPER GRAF	2826	20215196	2/22/2021	1.65	Total Project Revenues	16,598.71
HAWKINS DE	2020SERIES F	20215769	4/26/2021	264.13	Less-Project Expenditures	(13,634.82)
ROPER GRAF	2839	20220747	5/24/2021	0.50	Less-Interest	(83.71)
LIBERTY CAP	638	20221151	5/24/2021	35.45	Remaining in Project	2,880.18
SOURCE ME	ADV 0307780	20220752	5/24/2021	1.99		
MOODY'S INV	PO0371336	20220753	5/24/2021	41.77		
					TOTAL CASH REMAINING	2,963.89
TOTAL PROJECT				13,634.82		
CAR	16,515.00				2020 BAN SERIES F 12/15/20	
PLAYGROUND	41,235.00				rolled to:	
TOTAL RESO	57,750.00				2021 SERIES	16,515.00 4/28/21
					PART OF 57,750.00 WITH LIBERTY PARK PLAYGROUND	



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

To: Mayor Robert Kennedy

Date: 2/17/23

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

---

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Acquisition of vehicles and playground equipment" and associated capital H719702 522140 2020 Liberty Park Playground Equipment project. The New York State Comptroller mandates that the Village Board give authorization to close out capital projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account (A200 120171).

**Debt History of Project:**

Authorized:	2/3/2020
Amount Authorized:	\$57,750
Initial Financing:	2020 Series F BAN on 12/15/2020
	Rolled to 2021 Series A BOND on 4/28/2021

Remaining in Project from Debt Proceeds	\$667.87
Interest Earned as of 1/31/2023	<u>16.14</u>
Total cash remaining as of 1/31/23	\$ 684.01

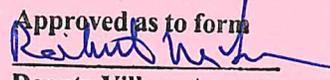
Please see the attached copy of the capital project expenditures for this project.

Thank you.



Valerie Montes  
Deputy Treasurer

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 3, 2020, the Village of Freeport Board of Trustees approved a \$57,750 bond resolution to finance the acquisition of vehicles and playground equipment; and

**WHEREAS**, initial funding for the capital project, H719702 522140 – 2020 Liberty Park Playground Equipment, was obtained on December 15, 2020 through the issuance of the 2020 Series F Bond Anticipation Notes (BAN); and

**WHEREAS**, this BAN was rolled to the 2021 Series A BOND on April 28, 2021; and

**WHEREAS**, there is \$667.87 remaining in the project from debt proceeds and the interest earned as of January 31, 2023 is \$16.14; and

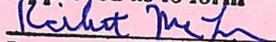
**WHEREAS**, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

**WHEREAS**, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account A200 120171; and

**NOW THEREFORE BE IT RESOLVED**, that the Board authorize the closing of the above referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, a sum of Six Hundred Eighty-Four Dollars and One Cent (\$684.01) as of January 31, 2022 be moved to the General Fund Reserve for Debt Service cash account A200 120171.

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

PREPARED BY COMPTROLLER'S  
OFFICE

Authorized		2/3/2020		41,235.00			
H719702 522140 2020 LIBERTY PARK PLAYGROUND EQUIPMENT					BAN 2020 SERIE	41,250.00	
VENDOR	INVOICE#	PO#	DATE PAID	AMOUNT			
RAYMOND MICHAEL LTD	20-0110	20213868	1/25/2021	19,945.00			
TYW CONTRACTING INC.	152	20215145	4/5/21pd 3/25/21	16,125.00			
PLAYSITES PLUS	2211	20215146	4/5/21pd 3/25/21	3,930.00			
					TOTAL BAN'S	41,250.00	
					Interest Earned	16.14	
					CLASS INTEREST # 321		
					AS OF 1/31/23		
NO ADDITIONAL COSTS TO BE CHARGED - ONLY FINANCING FEES					H200 124991		
					TOTAL INTEREST	16.14	
					Total Project Revenues	41,266.14	
					Less-Project Expenditures	(40,582.13)	
					Less-Interest	(16.14)	
					Remaining in Project	667.87	
<b>BONDING COSTS</b>							
LIBERTY CAPITAL SERVICES	622	20214754	2/22/2021	93.64	BAN 2020 SERIE	41,250.00	
ROPER GRAPHICS	2826	20215196	2/22/2021	4.14	ROLLED TO:		
HAWKINS DELAFIELD & WOOD	2020SERIES	20215769	4/26/2021	285.32	SERIES A BOND	41,250.00	
ROPER GRAPHICS	2839	20220747	5/24/2021	1.26	PART OF 57,750.00 WITH CLERK VEHICLE		
LIBERTY CAPITAL SERVICES	638	20221151	5/24/2021	88.50			
SOURCE MEDIA	ADV 0307780	20220752	5/24/2021	4.98			
MOODY'S INVESTORS SERVICE	PO371336	20220753	5/24/2021	104.29			
TOTAL PROJECT				40,582.13		TOTAL	684.01
<b>LOANED TO CAPITAL</b>							
<b>CLOSE OUT AFTER BONDING COSTS ARE ADDED</b>							
CAR	16,515.00						
PLAYGROUND	41,235.00						
TOTAL RESO 2/3/2020	57,750.00						



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: Ismaela M. Hernandez, Village Treasurer

February 6, 2020

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 3, 2020:

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

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED FEBRUARY 3, 2020, AUTHORIZING THE ACQUISITION OF VEHICLES, AT THE ESTIMATED MAXIMUM COST OF \$16,515 AND PLAYGROUND EQUIPMENT, AT THE ESTIMATED MAXIMUM COST OF \$41,235, STATING THE ESTIMATED TOTAL COST THEREOF IS \$57,750, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF BONDS OF THE VILLAGE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$57,750 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to acquire vehicles, at the estimated maximum cost of \$16,515 and playground equipment, at the estimated maximum cost of \$41,235. The estimated total cost of such projects, including preliminary costs and costs incidental thereto and the financing thereof, is \$57,750 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of bonds of the Village in the aggregate principal amount of not to exceed \$57,750 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Village in the aggregate principal amount of not to exceed \$57,750 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. (a) The period of probable usefulness of the vehicles, the object or purpose for which \$16,515 of said bonds are authorized to be issued, within the limitations of Section 11.00 a. 77 of the Law, is three (3) years.

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

(b) The period of probable usefulness of the playground equipment, the object or purpose for which \$41,235 of said bonds are authorized to be issued, within the limitations of Section 11.00 a. 32 of the Law, is five (5) years.

(c) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(d) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "Freeport Herald Leader," a newspaper having general circulation in the Village and hereby designated the official newspaper of said Village for such publication.

\* \* \*

The Clerk polled the Board as follows:

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

The resolution was declared adopted.

---

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"/> Recreation 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"/> Deputy Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Deputy Village 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	

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED FEBRUARY 27, 2023, AUTHORIZING THE ACQUISITION OF TURNOUT GEAR, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID VILLAGE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$150,000 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to acquire turnout gear. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$150,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Village in the principal amount of not to exceed \$150,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Village in the principal amount of \$150,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to object(s) or purpose(s) for which \$150,000 of said bonds are authorized to be issued, within the limitations of Section 11.00 a. 32 of the Law, is five (5) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of

the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "*Freeport Herald*

*Leader,*” a newspaper having general circulation in the Village and hereby designated the official newspaper of said Village for such publication.

\* \* \*

The adoption of the foregoing resolution was seconded by \_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*



PHONE: 212-820-9300  
FAX: 212-514-8425

(212) 820-9620

7 WORLD TRADE CENTER  
250 GREENWICH STREET  
NEW YORK, NY 10007  
WWW.HAWKINS.COM

February 14, 2023

NEW YORK  
WASHINGTON  
NEWARK  
HARTFORD  
LOS ANGELES  
SACRAMENTO  
SAN FRANCISCO  
PORTLAND  
ANN ARBOR  
RALEIGH

Village of Freeport, New York  
\$150,000 Bonds for Acquisition of Turnout Gear  
(Our File Designation: 7673/ )

Pamela Walsh Boening  
Village Clerk  
Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

Dear Pam:

Pursuant to your request, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on February 27, 2023, showing adoption of the above bond resolution and providing for publication, in summary. **Please note that adoption of the bond resolution requires at least a two-thirds vote of the entire membership of the Board of Trustees, without taking into account any temporary absences or vacancies. Therefore, four affirmative votes are required for adoption.**

Also enclosed is a summary of the bond resolution with the prescribed form of Clerk's statutory notice affixed in readiness for publication in the official Village newspaper. As you know, publication of the bond resolution, in summary, commences a 20-day statute of limitations period pursuant to the provisions of Section 80.00 *et seq.* of the Local Finance Law.

Please obtain and forward to me a certified copy of the Extract of Minutes and an original Affidavit of Publication, when available.

Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

With best regards, I am

Very truly yours,

William J. Jackson

WJJ/ml

cc: Howard E. Colton, Esq., Village Attorney  
Anthony N. Dalessio, Comptroller  
Ismaela M. Hernandez, Village Treasurer  
Valarie Montes, Deputy Village Treasurer  
Jennifer Ungar, Esq., Deputy Village Attorney  
David Tanner, Liberty Capital

EXTRACT OF MINUTES

Meeting of the Board of Trustees of the

Village of Freeport, in the

County of Nassau, New York

February 27, 2023

\* \* \*

A meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on February 27, 2023.

There were present: Robert T. Kennedy, Mayor; and

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

\* \* \*

\_\_\_\_\_ offered the following resolution and moved its  
adoption:

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on February 27, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Freeport this 27th day of February, 2023.

(SEAL)

---

Village Clerk

(NOTICE AND SUMMARY OF RESOLUTION FOR PUBLICATION)

The resolution, a summary of which is published herewith, has been adopted on February 27, 2023, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village of Freeport, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Pamela Walsh Boening  
Village Clerk

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED FEBRUARY 27, 2023, AUTHORIZING THE ACQUISITION OF TURNOUT GEAR, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID VILLAGE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$150,000 TO FINANCE SAID APPROPRIATION

The object or purpose for which the bonds are authorized is the acquisition of turnout gear.

The period of probable usefulness for \$150,000 of the bonds authorized is five (5) years.

The amount of obligations to be issued is \$150,000.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Village Clerk, at the Village Hall, 46 North Ocean Avenue, Freeport, New York.

The bond resolution is dated February 27, 2023.

**BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK, ADOPTED FEBRUARY 27, 2023, AUTHORIZING THE PAYMENT OF TAX CERTIORARI JUDGMENTS, COMPROMISED CLAIMS AND SETTLED CLAIMS PAYABLE IN THE FISCAL YEAR ENDING FEBRUARY 29, 2024, RESULTING FROM COURT ORDERS PURSUANT TO TAX CERTIORARI PROCEEDINGS BROUGHT UNDER ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW, STATING THE ESTIMATED TOTAL COST THEREOF IS \$1,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,000,000 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION**

Recitals

**WHEREAS**, the Board of Trustees (the “Board”) the Village of Freeport, Nassau County, New York (the “Village”) proposes to authorize the issuance of \$1,000,000 in serial bonds of the Village to finance amounts due with respect to the judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law (the “Tax Certiorari Refund Payments”) with respect to the fiscal year ending February 29, 2024; and

**WHEREAS**, the Board now wishes to appropriate funds and to authorize the issuance of the Village’s serial bonds and bond anticipation notes to be issued to finance the Tax Certiorari Refund Payments.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the Village of Freeport, Nassau County, New York (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

Section 1. The Board of Trustees (the “Board”) the Village of Freeport, Nassau County, New York (the “Village”) is hereby authorized to finance amounts due with respect to the judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law (the “Tax Certiorari Refund Payments”) with respect to the fiscal year ending February 29, 2024. The estimated total cost of said Tax Certiorari Refund Payments, including legal and professional fees and preliminary costs and costs incidental thereto and the financing thereof, is \$1,000,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of \$1,000,000 serial bonds of the Village to finance said appropriation, and the levy and collection of taxes on all the taxable real property of the Village to pay the principal of said bonds and the interest thereon as

the same shall become due and payable. No amount has previously been authorized by the Village to be applied to the payment of such Tax Certiorari Refund Payments.

Section 2. Serial bonds of the Village in the principal amount of \$1,000,000 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance said appropriation, provided, however the Village Treasurer must file with the Village Clerk and Bond Counsel, a copy of a final court order for any judgments, compromised claims or settled claims to be financed by this bond resolution prior to the sale of bonds or any bond anticipation notes issued in anticipation of said bonds to finance such judgments, compromised claims or settled claims.

Section 3. The period of probable usefulness applicable to the purpose for which said \$1,000,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 33-a. of the Law, is five (5) years; provided, however, that if the total amount of tax refunds to be paid pursuant to court orders during the fiscal year in which any of said refunds are paid is (i) more than one per centum but less than three per centum of the Village's tax levy for such fiscal year, then the period of probable usefulness applicable to the bonds issued in connection with any such refund shall be ten (10) years, and (ii) more than three per centum but less than five per centum of the Village's tax levy for such fiscal year, then the period of probable usefulness applicable to the bonds issued in connection with any such refund shall be fifteen (15) years, and (iii) more than five per centum of the Village's tax levy for such fiscal year, then the period of probable usefulness applicable to the bonds issued in connection with any such refund shall be twenty (20) years.

Section 4. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the purposes described in this resolution. The Village shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

Section 5. The final maturity of the bonds herein authorized to be issued may be in excess of five (5) years provided the conditions set forth in section 3 hereof are met.

Section 6. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, and of Section 30.00 relative to the authorization of the issuance of bond anticipation notes and of Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 8. The Board of Trustees hereby determines that this resolution and the actions authorized herein constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA need be taken by the Board of Trustees as a condition precedent to the adoption of this resolution.

Section 9. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Freeport Herald Leader*," a newspaper having a general circulation in the Village and hereby designated the official newspaper of said Village for such publication..

\* \* \*

The adoption of the foregoing resolution was seconded by \_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*



PHONE: 212-820-9300  
FAX: 212-514-8425

7 WORLD TRADE CENTER  
250 GREENWICH STREET  
NEW YORK, NY 10007  
WWW.HAWKINS.COM

(212) 820-9620

February 21, 2023

NEW YORK  
WASHINGTON  
NEWARK  
HARTFORD  
LOS ANGELES  
SACRAMENTO  
SAN FRANCISCO  
PORTLAND  
ANN ARBOR  
RALEIGH

Village of Freeport, New York  
\$1,000,000 Bonds for the Payment of Tax Certiorari Judgments  
(Our File Designation: 7673/46622)

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Pamela Walsh Boening  
Village Clerk  
Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

Dear Pam:

Pursuant to the request of the Village, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on February 27, 2023, showing adoption of the above bond resolution and providing for publication, in summary. **Please note that adoption of the bond resolution requires at least a two-thirds vote of the entire membership of the Board of Trustees, without taking into account any temporary absences or vacancies. Therefore, four affirmative votes are required for adoption.**

Also enclosed is a summary of the bond resolution with the prescribed form of Clerk's statutory notice affixed in readiness for publication in the official Village newspaper. As you know, publication of the bond resolution, in summary, commences a 20-day statute of limitations period pursuant to the provisions of Section 80.00 *et seq.* of the Local Finance Law.

Please obtain and forward to me a certified copy of the Extract of Minutes and an original Affidavit of Publication, when available. Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

With best regards, I am

Very truly yours,

William J. Jackson

WJJ/ml

Enclosures

cc: Howard E. Colton, Esq., Village Attorney  
Anthony N. Dalessio, Comptroller  
Ismaela M. Hernandez, Village Treasurer  
Valarie Montes, Deputy Village Treasurer  
Jennifer Ungar, Esq., Deputy Village Attorney  
David Tanner, Liberty Capital

EXTRACT OF MINUTES

Meeting of the Board of Trustees of the

Village of Freeport, in the

County of Nassau, New York

February 27, 2023

\* \* \*

A regular meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on February 27, 2023.

There were present: Robert T. Kennedy, Mayor; and

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

\* \* \*

\_\_\_\_\_ offered the following resolution and moved its adoption:

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on February 27, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Freeport on February 27, 2023.

(SEAL)

\_\_\_\_\_  
Village Clerk

(NOTICE AND SUMMARY OF BOND RESOLUTION FOR PUBLICATION)

The resolution, a summary of which is published herewith, has been adopted on February 27, 2023, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village of Freeport, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Pamela Walsh Boening  
Village Clerk

**BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK, ADOPTED FEBRUARY 27, 2023, AUTHORIZING THE PAYMENT OF TAX CERTIORARI JUDGMENTS, COMPROMISED CLAIMS AND SETTLED CLAIMS PAYABLE IN THE FISCAL YEAR ENDING FEBRUARY 29, 2024, RESULTING FROM COURT ORDERS PURSUANT TO TAX CERTIORARI PROCEEDINGS BROUGHT UNDER ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW, STATING THE ESTIMATED TOTAL COST THEREOF IS \$1,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,000,000 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION**

The object or purpose for which the bonds are authorized is the payment of judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law that are payable in the fiscal year ending February 29, 2024.

The period of probable usefulness is a minimum five (5) years and maximum twenty (20) years, dependent on the total amount of tax certiorari claims paid in a single fiscal year.

The maximum amount of obligations authorized to be issued is \$1,000,000.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the Village Clerk, Village of Freeport, Village Hall, 46 N. Ocean Avenue, Freeport, NY 11520.

Dated: February 27, 2023  
Freeport, New York

**INCORPORATED VILLAGE OF FREEPORT  
WATER AND SEWER DEPARTMENT  
INTER-OFFICE CORRESPONDENCE**

---

To: Mayor Robert T. Kennedy  
From: Robert R. Fisenne, P.E., Superintendent of Public Works  
Date: January 31, 2023

---

**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR COUPLINGS  
(CONTRACTS #3 and #4)**

Seventeen bids were distributed and three bids were received on January 10, 2023 for the referenced purchase contract, which provides for the purchase of materials and supplies for the Water Department.

This bid was for four (4) contracts. **Contract #1** is for valves and gate boxes. **Contract #2** includes fire hydrants for different depths. **Contract #3** provides pricing for various size couplings, fittings & incidentals and **Contract #4** is for miscellaneous repair materials for water services.

Ferguson Waterworks, 200 Atlantic Avenue, New Hyde Park, N.Y. 11040, was the low bidder for Contract #3, and #4, for a total bid of **\$91,416.39**. We have checked their references and all appears to be in order. Attached is a copy of the bid tabulation for your use.

Purchases from this contract will be utilized by several subdivisions of the Water Department and therefore any purchase under this contract will be paid for under the appropriate account in the Water Department. The Superintendent of Public Works or the Superintendent of Water will determine the appropriate account or budget line to charge work to under this contract. Should materials purchased under this contract be used for purposes other than the Water Department, the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

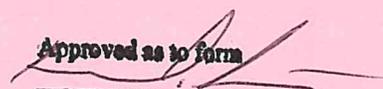
Accordingly, it is recommended that the purchase contract, **FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR COUPLINGS (CONTRACTS #3, and #4)** be awarded to the lowest responsible bidder:

**Ferguson Waterworks  
200 Atlantic Avenue  
New Hyde Park, N.Y. 11040**

in the amount of **\$91,416.39**. for this contract total bid effective March 1, 2023 through February 29, 2024 with an option for two one-year extensions if mutually accepted.



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

Approved as to form  
  
Village Attorney  
2/10/2023

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

**WHEREAS**, on December 19, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023” (Contracts# 1, 2, 3, & 4); and

**WHEREAS**, Contract #1 is for gate valves and valve boxes, Contract #2 is for fire hydrants, Contract #3 is for repair couplings, and Contract #4 is for repair materials for water services; and

**WHEREAS**, seventeen (17) bids were distributed and bids were received on January 10, 2023 for the referenced purchase contracts as follows:

Two (3) bids were received for Contract #1, and T. Mina Supply Inc., 17 Expressway Drive, North, Medford, NY 11763, was the low bidder in the amount of \$ 113,715.00;

One (1) bid was received for Contract #2, and T. Mina Supply Inc., 17 Expressway Drive North, Medford, NY 11763, was the low bidder in the amount of \$ 128,601.00;

Two (3) bids were received for Contract #3, and Ferguson Waterworks, 200 Atlantic Avenue, New Hyde Park, NY 11040, was the low bidder in the amount of \$ 60,863.05;

Two (3) bids were received for Contract #4, and Ferguson Waterworks, 200 Atlantic Avenue, New Hyde Park, NY 11040, was the low bidder in the amount of \$ 30,553.34; and

**WHEREAS**, Ferguson Waterworks, 200 Atlantic Avenue, New Hyde Park, NY 11040, was the lowest responsible bidder for Contracts #3 and #4, for a total bid of \$91,416.39; and

**WHEREAS**, this contract will be effective March 1, 2023 through February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, purchases from this contract will be utilized by several subdivisions of the Water Department, and therefore any purchase under this contract will be paid for under the appropriate account in the Water 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 Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contracts #3 & #4) to Ferguson Waterworks, 200 Atlantic Avenue, New Hyde Park, NY 11040, for a total of \$91,416.39 for a contract term effective March 1, 2023 through February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

Approved as to form  
Village Attorney 2/10/2022

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING

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 21, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, on November 6, 1972, the Board adopted a resolution standardizing Eddy Valves throughout the water distribution system and to date, there are approximately 1400 gate valves in the system; and

**WHEREAS**, on August 15, 1988, the Board adopted a resolution standardizing Eddy fire hydrants and repair parts manufactured by Clow Corporation and to date, there are approximately 1200 fire hydrants in the system; and

**WHEREAS**, the contract under which these items are currently purchased will expire on February 28, 2023; and

**WHEREAS**, the Water & Sewer Department is requesting permission to advertise for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023”; and

**WHEREAS**, said procurement of said hydrants, valves and couplings requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village’s Procurement Policy; and

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

**WHEREAS**, the estimated cost of this contract is \$190,000.00 and funding for this expense is expected to be included in the Water Department Operating Budget (WE97004 – Distribution Expense Contractual); 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 “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023” in the Freeport Herald and other relevant publications of general circulation on December 22, 2022, with bid specifications available from December 27, 2022 through January 6, 2023, with a return date of January 10, 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.

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	<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 FREEMONT  
WATER DEPARTMENT

PROJECT FURNISHING OF FIRE HYDRANTS, GATE VALVES & REPAIR COUPLINGS 2023

BID  
DATE: January 10, 2023

FERGUSON WATERWORKS  
200 ATLANTIC AVENUE  
NEW HYDE PARK, NY 11040

T. MINA SUPPLY INC.  
17 EXPRESSWAY DRIVE NORTH  
MEDFORD, NY 11763

CORE & MAIN LP  
1536 SOUTHERN BLVD, SUITE 2  
BRONX, NY 10460

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1A	4" Mueller Resilient wedge Gate Valve or Equal	EA	12	\$ 897.03	\$ 10,764.36	\$ 875.00	\$ 10,500.00	\$ 825.00	\$ 9,900.00
1B	6" Mueller Resilient wedge Gate Valve or Equal	EA	20	\$ 1,137.83	\$ 22,756.60	\$ 1,110.00	\$ 22,200.00	\$ 1,043.00	\$ 20,860.00
1C	8" Mueller Resilient wedge Gate Valve or Equal	EA	15	\$ 1,775.73	\$ 26,635.95	\$ 1,745.00	\$ 26,175.00	\$ 1,635.00	\$ 24,525.00
1D	10" Mueller Resilient wedge Gate Valve or Equal	EA	8	\$ 2,745.19	\$ 21,961.52	\$ 2,700.00	\$ 21,600.00	\$ 2,494.00	\$ 19,952.00
1E	12" Mueller Resilient wedge Gate Valve or Equal	EA	4	\$ 3,483.48	\$ 13,933.92	\$ 3,435.00	\$ 13,740.00	\$ 3,260.00	\$ 13,040.00
1F	Gate Valve Boxes	EA	50	\$ 175.00	\$ 8,750.00	\$ 190.00	\$ 9,500.00	\$ 169.00	\$ 8,450.00
1G	ALLOWANCE FOR MISC. MATERIALS	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
ITEM ONE TOTAL				TOTAL	\$ 114,802.35		\$ 113,715.00		\$ 106,727.00
2A	4" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 4 1/4" VALVE-4'-0 depth of bury	EA	2	\$ -	\$ -	\$ 3,435.00	\$ 6,870.00	\$ -	\$ -
2B	4" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 4 1/4" VALVE-4'-6 depth of bury	EA	2	\$ -	\$ -	\$ 3,498.00	\$ 6,996.00	\$ -	\$ -
2C	4" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 4 1/4" VALVE-5'-0 depth of bury	EA	2	\$ -	\$ -	\$ 3,562.00	\$ 7,124.00	\$ -	\$ -
2D	6" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 4 1/4" VALVE-5'-6 depth of bury	EA	5	\$ -	\$ -	\$ 3,625.00	\$ 18,125.00	\$ -	\$ -
2E	6" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 5 1/4" VALVE-4'-0 depth of bury	EA	2	\$ -	\$ -	\$ 3,598.00	\$ 7,196.00	\$ -	\$ -
2F	6" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 5 1/4" VALVE-4'-6 depth of bury	EA	12	\$ -	\$ -	\$ 3,680.00	\$ 44,160.00	\$ -	\$ -
2G	6" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 5 1/4" VALVE-5'-0 depth of bury	EA	6	\$ -	\$ -	\$ 3,765.00	\$ 22,590.00	\$ -	\$ -
2H	6" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 5 1/4" VALVE-5'-6 depth of bury	EA	2	\$ -	\$ -	\$ 3,845.00	\$ 7,690.00	\$ -	\$ -
2I	6" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 4 1/4" VALVE-6'-0 depth of bury	EA	2	\$ -	\$ -	\$ 3,925.00	\$ 7,850.00	\$ -	\$ -
ITEM TWO TOTAL				TOTAL	\$ -		\$ 128,601.00		\$ -
3A	4" Hi-max Coupling	EA	20	\$ 258.00	\$ 5,160.00	\$ 279.20	\$ 5,584.00	\$ 237.00	\$ 4,740.00
3B	6" Hi-max Coupling	EA	30	\$ 341.77	\$ 10,253.10	\$ 369.79	\$ 11,093.70	\$ 314.00	\$ 9,420.00
3C	8" Hi-max Coupling	EA	20	\$ 385.87	\$ 7,717.40	\$ 417.50	\$ 8,350.00	\$ 355.00	\$ 7,100.00
3D	10" Hi-max Coupling	EA	12	\$ 496.00	\$ 5,952.00	\$ 537.08	\$ 6,444.96	\$ 456.00	\$ 5,472.00
3E	12" Hi-max Coupling	EA	5	\$ 585.91	\$ 2,929.55	\$ 758.40	\$ 3,792.00	\$ 539.00	\$ 2,695.00
3F	6" Ductile Iron Water Main per Linear Foot	L.F.	100	\$ 32.27	\$ 3,227.00	\$ 33.00	\$ 3,300.00	\$ 56.00	\$ 5,600.00
3G	8" Ductile Iron Water Main per Linear Foot	L.F.	300	\$ 45.52	\$ 13,656.00	\$ 46.00	\$ 13,800.00	\$ 77.00	\$ 23,100.00
3H	10" Ductile Iron Water Main per Linear Foot	L.F.	100	\$ 59.68	\$ 5,968.00	\$ 61.00	\$ 6,100.00	\$ 105.00	\$ 10,500.00
3I	ALLOWANCE FOR MISC. MATERIALS	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
ITEM THREE TOTAL				TOTAL	\$ 60,863.05		\$ 64,464.66		\$ 74,627.00
4A	3/4" TYPE K COPPER	LF	240	\$ 7.01	\$ 1,682.40	\$ 8.30	\$ 1,992.00	\$ 8.00	\$ 1,920.00
4B	1" TYPE K COPPER	LF	480	\$ 9.30	\$ 4,464.00	\$ 11.00	\$ 5,280.00	\$ 10.00	\$ 4,800.00
4C	3/4" CURB STOP	EA	24	\$ 105.25	\$ 2,526.00	\$ 112.86	\$ 2,708.64	\$ 124.00	\$ 2,976.00
4D	1" CURB STOP	EA	24	\$ 153.77	\$ 3,690.48	\$ 169.69	\$ 4,072.56	\$ 181.00	\$ 4,344.00
4E	1" CURB BOX	EA	24	\$ 67.74	\$ 1,625.76	\$ 67.20	\$ 1,612.80	\$ 74.00	\$ 1,776.00
4F	3/4" SERVICE COUPLINGS	EA	50	\$ 26.30	\$ 1,315.00	\$ 31.12	\$ 1,556.00	\$ 31.00	\$ 1,550.00
4G	1" SERVICE COUPLINGS	EA	50	\$ 28.69	\$ 1,434.50	\$ 35.60	\$ 1,780.00	\$ 33.00	\$ 1,650.00
4H	3/4" BALL CORPORATION VALVE	EA	20	\$ 78.16	\$ 1,563.20	\$ 55.74	\$ 1,114.80	\$ 92.00	\$ 1,840.00
4I	1" BALL CORPORATION VALVE	EA	20	\$ 112.60	\$ 2,252.00	\$ 84.29	\$ 1,685.80	\$ 132.00	\$ 2,640.00
4J	ALLOWANCE FOR MISC. MATERIALS	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
ITEM FOUR TOTAL				TOTAL	\$ 30,553.34		\$ 31,802.60		\$ 33,496.00
TOTAL					\$ 206,218.74		\$ 338,583.26		\$ 108,123.00

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

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To: Mayor Robert T. Kennedy

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

Date: February 24, 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.

At the Board of Trustees meeting on February 6, 2023, the Contract was awarded to **PHILIP ROSS INDUSTRIES INC., 88 DURYE RD SUITE 204, MELVILLE, NY 11747** in the amount of \$732,000.00. At the time of award, it was requested that the funding for the project would come from two existing bond issues. It was later determined that it would be beneficial to fund the project by modifying one of the existing bond resolutions in lieu of funding the project from two bond resolutions. It is therefore requested that the award be modified to indicate that the project funding will come from a bond that was authorized by the Mayor and the Board of Trustees on July 12, 2021 as well as anticipated modifications to this borrowing.



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

Approved as to form



Deputy Village Attorney

Encl.

- c. P. Walsh Boening, Village Clerk
- K. Weltner, Purchasing Agent
- P. Lester, Secretary to the Mayor
- M. Quinton, Supt. Of Water

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**, on February 6, 2023, the contract was awarded to Philip Ross Industries Inc., 88 Duryea Road, Suite 204, Melville, NY 11747, the lowest responsible bidder, in the amount of \$732,000.00; and

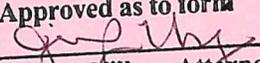
**WHEREAS**, at that time, funding was anticipated to come from two existing bond issues, however, it was later determined that it would be beneficial to modify one of the bond resolutions in lieu of funding the project from two bond resolutions; and

**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 as well as anticipated modifications to this borrowing; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the previous approval of the award of the contract to Philip Ross Industries Inc., 88 Duryea Road, Suite 204, Melville, NY 11747 for the Installation of Automatic Blow Off for Wells #5 and #6 and Replacement of Motor Control Center for Well #6, in the amount of \$732,000.00 be modified to reflect the change in funding source.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

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

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

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

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

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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: 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

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cc:

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**February 27, 2023**

**PUBLIC COMMENT**

At the conclusion of the Agenda, the Mayor and Board will entertain questions and comments on non-Agenda items from the general public.