

AGENDA BOARD OF TRUSTEES' MEETING March 13, 2023

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from February 27, 2023.
- b) Request to approve the Board of Trustees' special meeting minutes from March 8, 2023.
- c) Request authorization for the Village of Freeport to enter into a sub-license agreement with Guy Lombardo Avenue Marina Incorporated c/o Hudson Point Marina, 1 Anchorage Way, Freeport, New York 11520 to operate and service the Village of Freeport Marina on Guy Lombardo Avenue.
- d) Request approval of the appointment of Donald Rowan, as Director to the Emergency Management Team, said term to expire April 3, 2023.
- e) Notification of the appointment of Matthew Colgan as member of the Emergency Management Team, to fill the unexpired term of Donald Rowan, said term to expire April 3, 2023.
- f) Notification of the appointment of Vincent Kennedy as member of the Emergency Management Team, to fill the unexpired term of Deputy Chief Michael Williams, said term to expire April 3, 2023.

2. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request to advertise a Re-bid notice to bidders for “Uniformed Guard Services for Power Plant” in the Freeport Herald on March 16, 2023, with a return date of April 11, 2023.
- b) Request to award bid #23-02-ELEC-650 “Furnishing of Single Conductor #4/0-500 KCMIL, 15 KV Cold Shrink Splice Kits to Irby Utilities, 4583 Buckley Road, Liverpool, New York 13088, the lowest responsible bidder meeting bid specifications, in the amount of \$53,658.00, pending approval and payment by GOSR.
- c) Request to enter into a Mutual Confidential Disclosure Agreement with Invinity Energy System (U.S.) Corp., 580 Howard Street, Suite 203, San Francisco, California 94105-3025.
- d) Request retroactive approval of the software maintenance and support services for OMS and Condor, provided by mPower Innovations, 126 Woodward Avenue, Iron Mountain, Michigan 49801, from March 1, 2023 through February 29, 2024, in the amount of \$14,000.

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

- e) Request retroactive approval to increase the contract with Duncan, Weinberg et al, 1667 K Street, N.W. Suite 700, Washington, D.C. 20006, from \$100,000.00 to \$117,000.00, for the period March 1, 2022 through February 28, 2023.

3. HUMAN RESOURCES – Conor Kirwan

- a) Request retroactive approval to renew the contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, for data entry and administrative services related to the Fire Department Length of Service Award Program (LOSAP), from March 1, 2023 through February 29, 2024, in the amount of \$42,000.00, with no increase in price.
- b) Request retroactive approval to renew the agreement with National EAP, 490 Wheeler Road, Suite 102, Hauppauge, New York 11788, from March 1, 2023 through February 29, 2024, in the amount of \$11,000.00, with no increase in price.
- c) Request retroactive authorization for the fiscal year ending 2024 funding of HRA debit cards, administered by Clarity Benefit Solutions, 77 Brant Avenue, Suite 206, Clark, New Jersey 07066, in the amount of \$190,000.00, an increase of \$40,000.00.

4. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for “Furnishing and Installation of Pavilions at Freeport Village Parks” in the Freeport Herald on March 16, 2023, with a return date of April 4, 2023.
- b) Request to advertise a notice to bidders for “Rehabilitation of the Freeport Armory Building – Phase 2” in the Freeport Herald on March 23, 2023, with a return date of April 11, 2023.
- c) Request to retroactively award the “2023 Annual Asphalt Paving” requirements contract to Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, New York 11742, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$136,600.00.
- d) Request to retroactively award the “2023 Annual Curb and Sidewalk Contract” requirements contract to Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, New York 11742, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$672,800.
- e) Request to retroactively increase the contract “Installation of Fire Sprinkler System for the Freeport Armory Building” with WHM Plumbing & Heating Contractors, Inc., 6H Enterprise Drive, East Setauket, New York 11733, from \$306,835.00 to \$452,985.47, due to additional work requirements, funded through grants.

5. VILLAGE CLERK – Pamela Walsh Boening

a) Request approval of the following sidewalk resolution in the amount of \$14,614.94 as follows:

80 N Brookside Avenue	\$966.50
170 Connecticut Avenue	\$711.05
107 Craig Avenue	\$1,642.60
178 Craig Avenue	\$551.20
72 Forest Avenue	\$678.40
31 Oakfield Ave	\$852.00
122 Pennsylvania Avenue	\$977.40
451 Pennsylvania Avenue	\$1,513.60
294 Smith Street	\$3,319.84
89 Wilson Place	\$657.20
100 Wilson Place	\$954.60
195 Wilson Place	\$1,112.15
87 Woodside Avenue	\$678.40

6. VILLAGE COMPTROLLER – Anthony N. Dalessio

a) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the transfers to the fiscal year 2021/2022 adopted budget:

FROM:

A4000 440500 - Federal Aid – Public Safety	\$24,080.69
A4000 440700 - Federal CDBG-CDA Senior Grant	\$6,000.00
A4000 440895 - Federal Aid CDBG-DR NY Rising	\$17,075.00
A4000 440900 - Federal ARPA CLFRF	\$2,201,372.30
A5710 457301- Proceeds of Obligations – BANS Redeem Fr Appr	\$1,115,767.59
TOTAL TRANSFER	\$3,364,295.58

TO:

A111001 510500 – Courts – Vac Sick Buyback Current Emp	\$3,964.44
A111002 520103 – Courts – Unexpected Exp – Equipment	\$3,539.00
A111004 545750 – Courts – Non Emp Salaries – FBS	\$44,132.93
A121001 510500 – Mayors – Vac Sick Buyback Current Emp	\$2,829.75
A131501 510500 – Comptrollers – Vac Sick Buybk Cur Emp	\$279.85
A131504 545700 – Comptrollers – Non Emp Salaries	\$4,228.88
A132001 510100 – Auditors – Regular Salaries	\$127.94
A132001 510500 – Auditors – Vac Sick Buyback Current Emp	\$1,978.13
A132004 540200 – Auditors – Printing Stationery Supplies	\$96.62
A132501 510100 – Treasurer – Regular Salaries	\$92,619.35
A132501 511000 – Treasurer – Overtime Salaries	\$350.70

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A132504 540100 – Treasurer – Other Expense	\$348.39
A132504 545400 – Treasurer Bond Issue Exp	\$12,388.74
A134501 510300 – Purchasing – Part-Time Salaries	\$4,390.00
A134504 540200 – Purchasing – Printing Stationery Supplies	\$19.98
A135501 510100 – Assessor – Regular Salaries	\$1,734.38
A135501 510300 – Assessor – Part-Time Salaries	\$4,692.00
A135501 510500 – Assessor – Vac Sick Buyback Current Emp	\$338.32
A135501 511000 – Assessor – Overtime Salaries	\$920.24
A141001 510100 – Village Clerk – Regular Salaries	\$768.48
A141001 510500 – Village Clerk – Vac Sick Buyback Current Emp	\$2,579.11
A141002 520103 – Village Clerk – Unexpected Exp – Equipment	\$7,366.95
A142001 510100 – Attorney – Regular Salaries	\$5,776.24
A142001 510500 – Attorney – Vac Sick Buyback Current Emp	\$214.86
A142004 540200 – Attorney – Printing Stationery Supplies	\$419.58
A143001 510300 – Human Resources – Part-Time Salaries	\$51,411.43
A143001 510310 – Human Resources – Part-Time Summer and Seasonal	\$1,148.00
A143001 510500 – Human Resources – Vac Sick Buyback Current Emp	\$501.96
A143004 540600 – Human Resources – Telecommunications	\$166.44
A143004 542800 – Human Resources – SVS Contracts Repairs	\$945.15
A143004 545700 – Human Resources – Non Employee Salaries	\$63,027.59
A143004 547000 – Human Resources – Public Medical	\$1,626.27
A149001 510500 – DPW Administration – Vac Sick Buyback Cur Emp	\$2,363.69
A149001 511000 – DPW Administration – Overtime Salaries	\$17,302.53
A149004 540500 – DPW Administration – Fuel Oil and Gas	\$18,190.76
A149004 540800 – DPW Administration – Materials and Supplies	\$900.55
A149004 541800 – DPW Administration – Electricity	\$38,889.48
A149004 541900 – DPW Administration – Janitors Supplies	\$197.66
A149004 545700 – DPW Administration – Non Employee Salaries	\$3,892.94
A149004 546003 – DPW Administration – Unexpected Exp – Bulkheads	\$86,050.00
A149004 546200 – DPW Administration – Water	\$4,311.62
A149004 547303 – DPW Administration – Unexp Exp – Tree Plant/Remv	\$1,200.00
A162001 510100 – Village Hall Maintenance – Regular Salaries	\$1,894.78
A162001 511000 – Village Hall Maintenance – Overtime Salaries	\$1,457.12
A162004 540300 – Village Hall Maintenance – Maint of Bldg & Grounds	\$85.99
A164001 510500 – Garage – Vac Sick Buyback Current Emp	\$1,963.59
A164001 540400 – Garage – Maint of Vehicles	\$30,677.24
A164001 540800 – Garage – Materials and Supplies	\$65.10
A164004 541000 – Garage – Tires and Repairs	\$4,071.63
A164004 542700 – Garage – Gas and Oil	\$128,917.77
A168001 510100 – Computer Center – Regular Salaries	\$27,576.94
A168002 520100 – Computer Center – Equipment	\$1,346.39
A191004 540700 – Unallocated Insurance Contractual	\$3,047.48
A193104 545500 – Liab Exp (Risk RTN) – Liability & Claims	\$383,761.28
A193104 545510 – Liab Exp (Risk RTN) – Unanticip Settlement Claim	\$300,000
A312001 510300 – Police – Part-Time Salaries	\$16,414.28
A312001 511000 – Police – Overtime Salaries	\$671,071.82

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A312002 520103 – Police – Unexpected Exp – Equipment	\$1,220.00
A312004 543300 – Police – Firearms	\$289.29
A312004 545700 – Police – Non Employee Salaries	\$11,384.44
A331001 510500 – Sign Shop – Regular Salaries	\$160.35
A332001 510100 – Parking Meter – Regular Salaries	\$13,867.57
A332004 540800 – Parking Meter – Materials and Supplies	\$1,898.54
A341004 510100 – Fire Dept – Regular Salaries	\$1,203.89
A341004 510300 – Fire Dept – Part-Time Salaries	\$3,900.00
A341004 510500 – Fire Dept – Vac Sick Buyback Current Exp	\$577.99
A341101 540500 – Fire Dept – Fuel Oil and Gas	\$3,820.06
A341101 541800 – Fire Dept – Electricity	\$7,708.68
A341101 545700 – Fire Dept – Non Employee Salaries	\$2,368.42
A348904 541800 – EMS – Electricity	\$21.13
A362001 510300 – Bldg Dept – Part-Time Salaries	\$37,874.52
A362001 511150 – Bldg Dept – NY Rising Overtime	\$22,755.49
A362004 542800 – Bldg Dept – SVS Contracts Repairs	\$3,579.95
A364004 540300 – Disaster Expense – Maint of Bldg and Grounds	\$8,828.96
A364004 540800 – Disaster Expense – Materials and Supplies	\$20,731.80
A364004 545700 – Disaster Expense – Non Employee Salaries	\$12,272.50
A514204 540800 – Snow Removal – Materials and Supplies	\$75.58
A518204 540800 – Street Lighting – Materials and Supplies	\$4,219.93
A518204 541800 – Street Lighting – Electricity	\$207,288.73
A541004 541600 – Sidewalk Repairs	\$5,459.00
A641001 510300 – Publicity – Part-Time Salaries	\$47,978.13
A641001 511000 – Publicity – Overtime Salaries	\$300.00
A698904 540300 – Freeport Armory – Maint of Bldg and Grounds	\$7,109.52
A711001 510500 – Parks Maintenance – Vac Sick Buyback Current Emp	\$2,663.18
A711002 540800 – Parks Maintenance – Materials and Supplies	\$4,976.88
A711002 542800 – Parks Maintenance – SVS Contracts Repairs	\$358.79
A714001 510100 – Recreation Center – Regular Salaries	\$7,736.14
A714004 540500 – Recreation Center – Fuel Oil and Gas	\$39,041.41
A714004 541800 – Recreation Center – Electricity	\$109,513.76
A714004 546200 – Recreation Center – Water	\$7,992.64
A802001 510100 – Planning Board – Regular Salaries	\$53.77
A812001 510500 – Sewer – Vac Sick Buyback Current Emp	\$2,441.46
A812004 540800 – Sewer – Materials and Supplies	\$425.70
A812004 541800 – Sewer – Electricity	\$3,601.66
A812004 542800 – Sewer – SVS Contracts Repairs	\$682.65
A812004 547100 – Sewer – Meals	\$160.00
A816001 510100 – Refuse – Regular Salaries	\$50,549.96
A816001 510300 – Refuse – Part-Time Salaries	\$64,953.91
A816001 510500 – Refuse – Vac Sick Buyback Current Emp	\$1,854.90
A816001 511000 – Refuse – Overtime Salaries	\$8,435.45
A816004 546400 – Refuse – Garbage Disposal	\$131,474.19
A816004 547700 – Refuse – Garbage Collection	\$40,901.38
A816004 547800 – Refuse – Street Sweepings	\$42,043.24

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A901008 580100 – Retirement – Employees	\$61,684.82
A901008 581100 – Retirement – Police	\$247,848.83
A904108 580300 – Workers Compensation	\$47,424.05
TOTAL TRANSFER	\$3,364,295.58

The above transfers, totaling \$3,364,295.58, are needed for “housekeeping” purposes, to eliminate certain positive and negative budgetary variances by budget accounts for the 2021-2022 adopted budget.

7. WATER & SEWER – Robert R. Fisenne

- a) Request to retroactively award the purchase contract for “Furnishing of Fire Hydrants, Gate Valves and Repair Couplings (Contract #1)” for the portion pertaining to the Gate Valves, to Core & Main, LP, 1536 Southern Blvd, Suite 10, Bronx, New York 10460, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$106,727.00.
- b) Request to retroactively award the purchase contract for “Furnishing of Fire Hydrants, Gate Valves and Repair Couplings (Contract #2)” for the portion pertaining to Fire Hydrants, to T. Mina Supply, Inc., 17 Expressway Drive North, Medford, New York 11763, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$128,601.00.
- c) Request to retroactively award the purchase contract for “2023 Furnishing of Liquid Caustic Soda” to Univar USA Inc., 200 Dean Sievers Place, Morrisville, Pennsylvania 19067, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$306,757.50

NO PUBLIC COMMENT

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

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: March 7, 2023
Re: Sub-licensee – Town of Hempstead Marina

The Village of Freeport has entered into a ninety-nine (99) year license agreement with the Town of Hempstead to operate and service the Town of Hempstead Marina on Guy Lombardo Avenue. Part and parcel of that agreement is the ability to sub-license the operation of the marina to a third party.

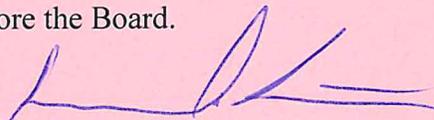
The Village has been in discussions with the owners of the marina to the east (Capitol Marine) of the Town Marina. I've enclosed their resumes for your review. They are experienced in the operation of a marina and under New York State General Municipal Law 103 and 104 the services requested are considered personal services and are exempt from a formal bid and RFP process. As such, the Village has the authority to enter into an agreement to sub-license the operation of the Town Marina. In this instance, the corporate name is Guy Lombardo Marina Incorporated.

As proposed, the sub-license would be for a two (2) year period, subject to renewal by the parties. If renewed, the agreement would be for a twenty-five (25) year period broken into two (2) ten-year (10) increments and one final five (5) year increment. The sub-licensee must follow the initial license between the Village and the Town¹ and the sub-license can be cancelled at any time, with or out without cause.

If cancelled without cause, the Village would be responsible to reimburse the sub-licensee for all improvements on a pro-rata share. In exchange the Village would be guaranteed:

1. Thirty percent (30%) of all summer dockage and wet or dry winter storage (excluding NYS Sales tax), with a minimum guaranteed monthly payment of \$10,000.00 per month to licensee.
2. Fifteen percent (15%) for any additional work performed on the premises and any improvements made to create more revenue (e.g. restaurant use, room rentals, etc).

If this meets with your approval, please place before the Board.



Howard E. Colton
Village Attorney

¹ The sub-licensee must indemnify and hold the Village and Town Harmless.

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

WHEREAS, the Village of Freeport has entered into a ninety-nine (99) year license with the Town of Hempstead to operate the Town of Hempstead Marina on Guy Lombardo Avenue; and,

WHEREAS, the Village of Freeport has taken possession of the Town of Hempstead Marina; and,

WHEREAS, the license with the Town of Hempstead allows the Village the ability to sub-license the operation of the marina to a private entity; and,

WHEREAS, the ability to sub-license the operation of the Town of Hempstead Marina is a professional/personal services contract not subject to New York State General Municipal Law Sections 103 and 104; and,

WHEREAS, Guy Lombardo Marina Incorporated, as the sub-licensee, has the necessary skill, experience and expertise to operate a marina; and,

WHEREAS, the initial term of the agreement is for two (2) years with an option to extend the sublicense for twenty-five (25) years in two ten (10) year increments with a final five (5) year term; and,

WHEREAS, the sub-license agreement may be cancelled with or without cause at any time; and,

WHEREAS, the sub-licensee would indemnify and hold the Village of Freeport and the Town of Hempstead Harmless; and,

WHEREAS, Guy Lombardo Marina Incorporated would pay the following to the Village:

1. Thirty percent (30%) of all summer dockage and wet or dry winter storage (excluding NYS Sales tax), with a minimum guaranteed monthly payment of \$10,000.00 per month to licensee.
2. Fifteen percent (15%) for any additional work performed on the premises and any improvements made to create more revenue (e.g. restaurant use, room rentals, etc)

NOW THEREFORE BE IT RESOLVED, that the Mayor, or his authorized representative, be and is hereby authorized to sign any and all documents to effectuate a sub-license agreement between the Village of Freeport and Guy Lombardo Avenue Marina Incorporated as stated above, and pursuant to the terms of any sub-license agreement.

The Clerk polled the Board as follows:

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

ERIC COLLINS

143 Biltmore Blvd, Massapequa, NY, 11758 · 516-859-4867
ECollins189@gmail.com

Third generation in the marine industry with extensive experience in the field of commercial and recreational marine operations including marina management, talent acquisition, capital requirements, accounting, marina safety requirements, fire safety, marine contracting, DEC petroleum safety, USCG regulations and security requirements (Both T and K class vessels), TWIC certification, DEC Class A and B Operators permit, heavy equipment procurement, vessel engineering, and vessel mechanical propulsion.

EXPERIENCE

PRINCIPAL, CAPITOL MARINE ENTERPRISE (2019 – PRESENT)

- Manage marina finances and accounting.
- Develop client relationships, including business development and significant annual business growth.
- Oversaw and managed entire marina renovation, including new marine bulkheading, drainage, land grading, installation of two below grade bulk petroleum storage tanks.
- Understanding of Village of Freeport building and electrical codes.
- Eliminated ground wells and installed containment boxes to make facility green compliant.
- Property remediation and safe disposals of hazardous materials.
- Heavy equipment procurement of 50 metric ton travel lift and 20,000lb marina bull forklift.
- Full-service marina, summer berthing and winter storage and a on focus on vessel repairs, repowers, and vessel maintenance.
- 150' fuel dock installation to service local boating customers.

PRINCIPAL, CAPITOL FISHING TACKLE COMPANY EST. 1897 (2011 – PRESENT)

- Established in 1897, Collins' family has owned and operated since 10/1/1974.
- Company transitioned to Freeport and opened new store in 2022
- Long running history of one of the most successful tackle and bait stores in New York.
- Oldest fishing store in United States, established in 1897

VICE PRESIDENT, PEGASUS YACHTS INC. (2018 – PRESENT)

- 161' Blount commercial dinner cruise and excursion yacht 600 passenger + 75 crew members.
- Oversaw engine overhaul and generator rebuilds in 2019.
- Understanding of all USCG K Class vessel regulations.
- Currently on long term lease with Empire Cruises.

PRINCIPAL, CAPITOL PRINCESS INC. (2015 – 2020)

- 85' Gulf Craft 150 passenger excursion vessel.
- Understanding of all USCG T Class vessel regulations.
- Spearheaded and negotiated bare boat charter from 2020-2022.

EDUCATION

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SEPTEMBER 2007 – MAY 2011

BS ECONOMICS AND FINANCE, SUNY ONEONTA

Varsity Wrestling Team, Vice President Fishing Team, Graduate *Cum Laude*

RICHARD COLLINS

3450 Riverside Drive, Oceanside, NY, 11572 · 516-924-7120

RMC726@aol.com

Second generation and nearly 50 years in the marine industry with extensive experience in the field of commercial and recreational marine operations including marina acquisitions, commercial real estate acquisitions, C-suite management, capital requirements, capital market acquisitions, large scale commercial yacht construction, marina safety requirements, marine contracting, DEC petroleum safety, USCG regulations and security requirements (Both T and K class vessels), DEC Class A and B Operators permit, heavy equipment procurement, vessel engineering, and vessel mechanical propulsion.

EXPERIENCE

PRINCIPAL, CAPITOL MARINE ENTERPRISES (2019 – PRESENT)

- Manages marina operations.
- Financier of marina renovation, including new marine bulkheading, drainage, land grading, and installation of two below grade bulk petroleum storage tanks.
- Heavy equipment procurement of 50 metric ton travel lift and 20,000lb marina bull forklift.
- Sales and consultant of engines, repowers, rebuilds and major refits.
- Insurance consultant for major loss projects, ranging from latent part defects through mega yacht engine losses.
- Expert witness on behalf of insurance carriers for major losses and legal suites.

PRINCIPAL, CAPITOL FISHING TACKLE COMPANY EST. 1897 (1974 – PRESENT)

- Established in 1897, acquired and operated since 1974.
- Purchased and renovated new property for store in Freeport in 2021.
- Long running history of being one of the most successful tackle and bait stores in New York.

CEO, PEGASUS YACHTS INC. (1998 – PRESENT)

- Largest independent dinner cruise vessel operating company in Manhattan from 1998 – 2004.
- Carried 200,000+ passengers yearly with annual revenues of \$20mm+.
- Operated 8 commercial passenger carrying vessels and managed staff of nearly 300 employees.
- Designed and oversaw build of 161' Blount commercial dinner cruise and excursion yacht 600. passenger + 75 crew members "M/V Timeless."
- Understanding of all USCG T and K Class vessel regulations.
- Negotiated long term bare boat charter agreements and sales of all vessels.

PRINCIPAL, CAPITOL PRINCESS INC. (2015 – 2020)

- 85' Gulf Craft 150 passenger excursion vessel.
- Understanding of all USCG T Class vessel regulations.
- Negotiated with DOCKSNYC and East River Park Conservancy for a prime vessel berth location.

LICENSE

REVOCABLE LICENSE dated this ____ day of _____, 2023 and effective upon approval by the Board of Trustees of the Village of Freeport, between the Village of Freeport, (hereinafter referred to as "Licensee") and Guy Lombardo Marina Incorporated (hereinafter referred to as "Sub-licensee") to operate the Town of Hempstead Marina on Guy Lombardo Avenue, Freeport, New York (the "Guy Lombardo Marina ") as a sub-Sub-licensee of the Village of Freeport.

WITNESSETH:

WHEREAS, the Village of Freeport, the Licensee, has entered into an agreement to operate the Town of Hempstead Marina located on Guy Lombardo Avenue, Freeport, New York (the "licensor"); and,

WHEREAS, Sub-licensee has agreed to operate said marina; and,

WHEREAS, the sub-licensee must follow all conditions within the said license between the licensee and the licensor; and,

WHEREAS, Sub-licensee agrees to operate such spaces in accordance with the terms and provisions of this Revocable License, and any applicable laws, rules and regulations; and

NOW, THEREFORE, in consideration of the Premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE I GRANT OF LICENSE AND FEE

Licensee hereby grants to Sub-licensee a Revocable License for the use of the Premises. It is hereby understood and agreed that the use of these Premises shall be for the purpose operating a marina. This Revocable License shall be for an initial term of two-years (2), and upon written approval by both parties, and assuming the Village of Freeport owns said marina, for an additional ten years (10 years) with an additional ten years (10 years) with an additional five years (5 years) thereafter.

Sub-licensee shall be responsible for all utility costs for that portion licensed by the sub-licensee.

Sub-licensee shall comply, in all respects with the license between the licensee and the licensor (attached hereto as exhibit "A")

This agreement can be terminated for cause, (cause shall be defined, but not limited to, any violations of this license for which the Sub-licensee fails to cure). Termination, if warranted, shall be upon sixty (60) days written notice.

Sub-Licensee shall pay the following fees to the licensee:

1. Thirty percent (30%) of all summer dockage and wet or dry winter storage (excluding NYS Sales tax), with a minimum guaranteed monthly payment of \$10,000.00 per month to licensee.
2. Fifteen percent (15%) for any additional work performed on the premises and any improvements made to create more revenue (e.g. restaurant use, room rentals, etc).

ARTICLE II FURNISHINGS AND FIXTURES

The Licensee shall not provide any furnishings or fixture installments related to the Sub-licensee's licensed use of the Premises. All such property of whatever kind or nature placed in the Premises by the Sub-Licensee shall be and will remain the property of the Sub-licensee. Licensee retains the right to request Sub-licensee to remove property belonging to Sub-licensee. Sub-licensee shall have 30 days from the revocation of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensee.

ARTICLE III MAINTENANCE AND REPAIRS

Sub-licensee hereby agrees to be responsible for and to provide for all interior cleaning, interior building maintenance, repairs and furnishings arising from, incident to, but not limited to, the operation of the Premises. Sub-licensee may use in-house services to be reimbursed by Sub-licensee or contract out for services to accomplish said maintenance and repairs. With the exception of routine day-to-day maintenance and repairs, all maintenance and repairs are subject to written approval by Licensee. Such approval shall not be unreasonably withheld and shall be responded to in the manner and within the time frames specified in Article IV. Notwithstanding the foregoing, Licensee shall be responsible for structural repairs, roofing, exterior building maintenance, maintenance of lawn and grounds, street lighting, parking areas, bulkheads, snow plowing and removal and sanitation expense.

ARTICLE IV ALTERATIONS BY SUB-LICENSEE

Licensee hereby grants Sub-licensee the right to make those alterations, including the addition of a gate between the Hudson Point Marina and the Premises, decorations, installations, additions and improvements in and to the Premises that Sub-licensee deems necessary. Sub-licensee agrees that all alterations, additions and improvements which affect the building systems constitute structural changes which require prior written approval of the Licensee and Licensor. Licensee agrees to respond

to written requests for approval or alterations that affect the building systems or that constitute structural changes and all repairs and maintenance requiring approval pursuant to Article III hereof within two weeks of request by Sub-licensee. Approval will not be unreasonably withheld and shall be granted unless the alterations, repairs or maintenance for which approval is requested by Licensee shall result in an irreversible modification of the structure of the Premises. All property of whatever kind or nature in or on the Premises which is owned, installed or paid for by the Sub-licensee shall be and will remain the property of the Sub-licensee. Upon revocation of this Revocable License by Licensee, Licensee shall have no responsibility to support costs relative to Sub-licensee's funded alterations. Sub-licensee shall have 30 days from the revocation of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensee. In the event this sub license is revoked without good cause, Licensee shall reimburse Sub Licensee for the unamortized cost of any capital improvements made in accordance with this paragraph.

ARTICLE V SECURITY

The Sub-licensee agrees to provide for all security relating to the operation of the Premises covered by this Revocable Sub-License.

ARTICLE VI INDEMNIFICATION

Sub-licensee will be fully and absolutely responsible for the Premises under this license, and for the operation and conduct of the Premises, as well as Sub-licensee's agents, contractors, employees or invitees, and for all liability, loss, damage, cost or expense which may be caused by or incurred in relation to its use of the Premises and/or the operation of the Premises. Sub-licensee will hold harmless and indemnify Licensee, the Incorporated Village of Freeport, and any individual, agency, unit or member thereof, from any and all claims, suits, actions of every nature and descriptions arising out of or relating to the acts of the Sub-licensee, its agents, contractors, employees, invitees, or residents or guests of the Premises in the conduct or operation, or in the maintenance of the Premises as delineated and encompassed by this Revocable License unless due to the negligence of the indemnitees.

In the event that any claims are filed against Licensee which would be subject to payment by Sub-licensee, Licensee shall provide Sub-licensee with notice of such claims within 30 days of receipt thereof by registered mail, return receipt requested.

ARTICLE VII EXCULPATION

(a) The Licensee shall not in any event whatsoever be liable for any injury or damage to any person happening on, in or about the Premises and its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Sub-licensee or to any other person which may be caused by any fire or breakage, or by the use, misuse or abuse of any of the Premises unless due to the negligence of Licensee.

ARTICLE VIII INSURANCE

Sub-licensee shall provide liability insurance (and shall name the Licensee and Licensor as the additional insured – “Incorporated Village of Freeport” – “Town of Hempstead” on any applicable insurance policy) in an amount acceptable to Licensee to ensure that the Licensee is completely and fully compensated for any and all loss or damage it may suffer as a result of action or non-action by Sub-licensee, Sub-licensee’s agents or employees, residents or guests on the Premises and employees.

ARTICLE IX LICENSE

The Licensee and Sub-licensee hereby agree and acknowledge that they understand and intend that this Revocable License is not a lease and does not create a landlord/tenant relationship between Licensee and Sub-licensee. The Licensee and Sub-licensee further agree that it is not their intention to transfer any interest in real property from Licensee or Sub-licensee by or through this Revocable License.

ARTICLE X CODE COMPLIANCE

The parties agree that Sub-licensee bears the responsibility and expense of complying with local and state codes and permits, if any, applicable to the Premises.

ARTICLE X INSPECTION

Prior to the execution of this Revocable License, or as soon thereafter as practical, the parties hereto agree that a full inspection of the Premises will be made by both Licensee and Sub-licensee to determine the present condition of the Premises. A single written report shall be prepared by Licensee with the concurrence of the Sub-licensee setting forth the condition of the Premises. This report shall be used to resolve any disputes which may occur at the time of revocation of the Revocable License or at any time prior thereto concerning the conditions of the Premises.

**ARTICLE XI
NOTICES**

Any notices required to be given shall be in writing and shall be sent by certified mail or registered mail, return receipt requested at the address set forth below:

SUB-LICENSEE: Guy Lombardo Marina Incorporated, C/O Hudson Point Marina, 1 Anchorage Way, Freeport NY 11520.

-LICENSEE: Office of the Mayor
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Either party may change its address as set forth herein by notice to the other in the manner provided for above, provided that no notice of change of address shall be effective until 15 days following the date the notice is given. Notice shall be deemed given as of the date of mailing.

**ARTICLE XII
POINTS OF CONTACT**

The point of contact for the Sub-licensee is: Richard M. Collins (516 924 7120)

The point of contact for the-Licensee is: Mayor Robert T. Kennedy -
516 377-2252

**ARTICLE XIII
ENTIRE AGREEMENT**

This Revocable License sets forth the entire agreement between the parties with respect to the granting of the Revocable License by Licensee for Sub-licensee's use of the Premises and may not be modified or altered except in writing signed by both parties. **IN WITNESS WHEREOF**, the parties have duly executed this Revocable License the day and year first above written (the date the second of the two parties signs).

FOR THE VILLAGE OF FREEPORT

By: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FOR Guy Lombardo Marina

Incorporated _____.

By: _____

PRINTED NAME: Eric Collins _____

TITLE: _Vice

President _____

DATE: _____

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

To: Board of Trustees

From: Mayor Robert Kennedy

Date: February 27, 2023

Re: Notification of Appointments – Emergency Management Team

This memo will serve to notify all concerned of the appointments of the following as members of the Emergency Management Team:

- Donald Rowan, Director, term to expire April 3, 2023
- Matthew Colgan, to fill unexpired term of Donald Rowan, said term to expire April 3, 2023
- Vincent Kennedy, to fill unexpired term of Deputy Chief Michael Williams, said term to expire April 3, 2023

Thank you,



_____/pl

Robert T. Kennedy
Mayor

pl

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 10, 2023

To: Mayor Robert T. Kennedy

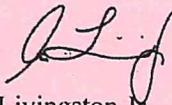
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Request to Advertise – Re-bid
Uniformed Guard Services for Power Plant
Bid #23-04-ELEC-657

Attached is the specification for uniformed guard services for the Village of Freeport's Power Plant 1. The term of the contract shall be for approximately three years with the Village's option to renew for two one-year terms.

I request authorization to advertise a Notice to Bidders on March 16, 2023, in the Freeport Leader and other relevant publications. Specifications would be available from March 17, 2023 to April 7, 2023. The bids would have a returnable date of April 11, 2023. Attached is a copy of the Notice to Bidders for your review.

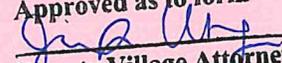
This service will be funded through Homeland Security account E7191001 511100 (Security Contract – PP1).



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, to wit:

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

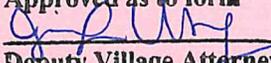
WHEREAS, said procurement of said uniformed guard services requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

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 Re-Bid Notice to Bidders for the "Uniformed Guard Services for Power Plant", Bid #23-04-ELEC-657 in the Freeport Herald and other relevant publications on March 16, 2023, with specifications available from March 17, 2023 to April 7, 2023, with a return date of April 11, 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

RE-BID

NOTICE TO BIDDERS

**UNIFORMED GUARD SERVICES FOR POWER PLANT
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 “UNIFORMED GUARD SERVICES FOR POWER PLANT” until 11:00 A.M. on Tuesday, April 11, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Friday, March 17, 2023, until 12:00 P.M. on Friday, April 7, 2023.

There is no charge for a set of Contract documents.

Each Bid must be accompanied by a Bid Bond made payable to the Village in an amount of 5 percent of Bidder’s maximum Bid price for the three year contract term and in the form of a certified or cashier's check or a Surety Bond issued by a qualified surety.

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

INCORPORATED VILLAGE OF FREEPORT

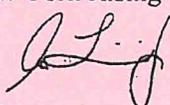
INTER-DEPARTMENT CORRESPONDENCE

Date: March 3, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Bid Recommendation - #23-02-ELEC-650
Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink
Splice Kits

At the bid opening on February 14, 2023, the Electric Department received two bid proposals in response to its advertisement for Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits. The vendors are Irby Utilities and Turtle & Hughes. Irby Utilities provided two options. However, one of the options did not meet specifications and was not considered. The lowest responsive and responsible bid was submitted by Irby Utilities (manufacturer 3M).

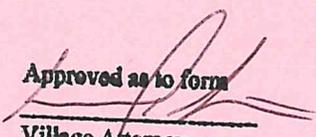
Proposer	Price
Irby Utilities (3M) 4583 Buckley Road Liverpool, NY 13088	\$53,658.00
Turtle & Hughes (3M) 100 Prime Place Hauppauge, NY 11788	\$55,994.40

Based on Freeport Electric's evaluation, it is the recommendation of the Superintendent of Electric Utilities that (pending GOSR approval) the Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits bid be awarded to the lowest responsive and responsible bidder – Irby Utilities, located at 4583 Buckley Road, Liverpool, NY 13088 for the not to exceed cost of \$53,658.00. The splice kits, for use in the Microgrid project, will be funded by grant funds from New York Rising Community Reconstruction Program.


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boeing, Village Clerk


Approved as to form

Village Attorney

3/7/2023

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 23, 2023, the Board authorized the Village Clerk to advertise a Notice to the Bidders for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits”, Re-Bid #23-02-ELEC-650; and

WHEREAS, at the bid opening on February 14, 2023, the Electric Department received two (2) bid proposals in response to its advertisement; and

WHEREAS, the two bids ranged from a high bid of \$55,994.40 to a low bid of \$53,658.00; and

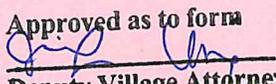
WHEREAS, the lowest responsive and responsible bidder was submitted by Irby Utilities, 4583 Buckley Road, Liverpool, NY 13088, for the not to exceed cost of \$53,658.00; and

WHEREAS, the splice kits will be funded by grant funds from New York Rising Community Reconstruction Program; 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 bid for the Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits, Re-Bid #23-02-ELEC-650, to by Irby Utilities, 4583 Buckley Road, Liverpool, NY 13088, for the not to exceed cost of \$53,658.00, pending GOSR approval.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston, 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 Trustee Squeri, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

WHEREAS, the Village has been awarded grant funds through the New York State Governor’s Office of Storm Recovery (GOSR) – Infrastructure to be used for the construction of a microgrid, a small-scale version of the centralized electricity system that includes all the necessary components to operate in isolation of the centralized grid; and

WHEREAS, multiple components involving generation, transmission, and distribution will make Freeport’s microgrid more resilient and improve the overall system performance of the Village’s electric infrastructure; and

WHEREAS, these upgrades require the use of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits; and

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

WHEREAS, the Village was awarded \$5,500,000.00 to complete the Microgrid project; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utility, the Village Clerk be and hereby is authorized the advertisement (pending GOSR approval) of a Notice to the Bidders for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits”, Re-Bid #23-02-ELEC-650, in the Freeport Herald and other relevant publications of general circulation 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

Approved as to form
Village Attorney
3/7/2023

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: March 1, 2023

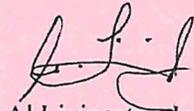
To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Invinity Energy Systems (U.S.) Corp. – Mutual Confidential Disclosure Agreement

The Electric Department is interested in discussing a funding opportunity with Invinity Energy Systems (U.S.) Corp. (Invinity). Participation in this funding opportunity could be extremely beneficial to the Village. According to Invinity, the information we will be discussing has been classified as confidential.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve entering into a Mutual Confidential Disclosure Agreement with Invinity Energy Systems (U.S.) Corp., 580 Howard Street, Suite #203, San Francisco, CA 94105-3025. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement.

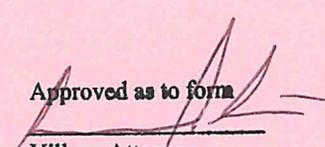


Al Livingston Jr.
Superintendent of Electric Utilities

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

3/7/2023

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

WHEREAS, the Electric Department is interested in discussing a funding opportunity with Invinity Energy Systems (U.S.) Corp., 580 Howard Street, Suite #203, San Francisco, CA 94105-3025; and

WHEREAS, participation in this funding opportunity could be extremely beneficial to the Village; and

WHEREAS, according to Invinity, the information the Department will be discussing has been classified as confidential; 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 effectuate a Mutual Confidential Disclosure Agreement between the Village of Freeport and Invinity Energy Systems (U.S.) Corp., 580 Howard Street, Suite #203, San Francisco, CA 94105-3025.

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
3/7/2023

INVINITY ENERGY SYSTEMS (US) CORPORATION
MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Mutual Confidential Disclosure Agreement (this "Agreement") is entered into as of the later of the two signature dates below (the "Effective Date") by and between Invinity Energy Systems (U.S.) Corporation, a Delaware corporation whose principal place of business is 580 Howard Street, Suite 203, San Francisco, CA, 94105-3025 USA and Inc. Village of Freeport, a Municipality whose principal place of business is 46 North Ocean Ave., Freeport, New York 11520 (either individually "Party" and together "Parties"). In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. Purpose

The Parties wish to explore a business or research opportunity of mutual interest (the "Opportunity"), and in connection with the Opportunity, each Party (in such capacity, the "Discloser") has disclosed, and may further disclose to the other Party (in such capacity, the "Recipient") certain confidential technical and business information that the Discloser desires the Recipient to treat as confidential.

2. Definition of Confidential Information and Exclusions

a) Confidential Information means nonpublic information that a Discloser designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Recipient, furnished by the Discloser or the Discloser's directors, managers, officers, employees, agents or representatives (including, without limitation, financial advisors, attorneys, accountants, technical consultants or other agents) (collectively, "Representatives") to the Recipient or its Representatives. "Confidential Information" includes all non-public information, whether in tangible or intangible form, including, without limitation, information relating to and/or including released or unreleased technology, inventions, innovations, processes, know how, trade secrets, technical information, commercial information, product specifications and information, formulas, compositions, manufacturing methods and processes, the undisclosed marketing or promotion of a product, business plans, policies or practices, financial information and information received from others that Discloser is obligated to treat as confidential. Except as otherwise indicated in this Agreement, Party also includes all Affiliates of Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a Party to this Agreement.

b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Recipient's breach of any obligation owed to Discloser; (ii) became known to Recipient prior to Discloser's disclosure of such information to Recipient pursuant to the terms of this Agreement; or (iii) became known to Recipient from a source other than Discloser other than by the breach of an obligation of confidentiality owed to Discloser; (iv) is independently developed by Recipient other than by the use of Confidential Information or the breach of an obligation of confidentiality owed to Discloser.

3. Obligations Regarding Confidential Information

Recipient shall, and shall cause its Representatives to: (i) maintain the confidentiality of the Confidential Information and refrain from disclosing any Confidential Information to third parties; (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information; (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information except in connection with the Opportunity, and only as otherwise provided hereunder; (iv) Refrain from incorporating Confidential Information in any form, or any inventions or insight therefrom inspired in whole or in requisite part, in any of Recipient's products, research, or intellectual property except as expressly permitted by applicable law; and (v) use all Confidential Information solely for the Opportunity.

a) Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient either (i) gives the undersigned Discloser's representative reasonable notice prior to such disclosure to allow Discloser a reasonable opportunity to seek a protective order or equivalent, or (ii)

obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

c) The Recipient may disclose Confidential Information only to Recipient's Representatives and Affiliates on a need-to-know basis. The Recipient shall be responsible and liable for any breach of this Agreement by its Representatives or Affiliates.

d) Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

e) Recipient shall, at Discloser's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Discloser as Confidential Information, or at Discloser's option, certify destruction of the same.

f) This agreement is subject to the Village of Freeport's obligation under any applicable Freedom of Information Law and that the Village of Freeport will be required to release any documents that are required under the applicable Freedom of Information Law.

4. Remedies

Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

5. Term.

This Agreement shall be effective as of the Effective Date and continue until the date which is two (2) years from the Effective Date, unless earlier terminated by mutual written agreement of the Parties. The termination pursuant to written notice as set forth in the prior sentence shall be effective upon the date of the last signature to such mutually agreed upon termination. Notwithstanding the foregoing, the non-use and non-disclosure obligations under this Agreement shall remain in full force and effect (i) as to any Confidential Information which meets the definition of a "trade secret" under applicable law ("**Trade Secret**") until such time as the Trade Secret disclosed hereunder qualifies as one of the exceptions set forth in Section 1(b) through no action or inaction of Recipient (ii) as to any Confidential Information which does not meet the definition of a Trade Secret, for two (2) years from the date of termination of this Agreement.

6. Miscellaneous

All Confidential Information is and shall remain the property of Discloser. By disclosing Confidential Information to Recipient, Discloser does not grant any express or implied right to Recipient to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Discloser reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.

a) Nothing in this Agreement may be construed to impose any obligation on any Party to disclose Confidential Information to or receive Confidential Information from the other Party, nor to undertake any transaction, enter into any agreement or to otherwise enter into any arrangement with the other Party, or to continue discussions or negotiations with respect to any of the foregoing. The Discloser makes no representation or warranty, express or implied, as to the quality, accuracy or completeness of the Confidential Information.

g) Each Party recognizes that the other Party (including its Affiliates) may be engaged in the research, development, production, marketing, licensing, or sale of similar services or products to those being considered under this Agreement. Such services or products may be competitive with those of the other Party and may display the same or similar functionality. Nothing in this Agreement is to be construed to prevent either Party from engaging independently in such activities except that the Recipient may not use the Discloser's Confidential Information to do so.

h) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Discloser, the Recipient, or any Representative, but only by an instrument in writing signed by an authorized employee of both Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

i) If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees.

j) This Agreement shall be construed and controlled by the laws of the State of New York. Each Party waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either Party in the manner authorized by applicable law or court rule.

k) This Agreement shall be binding upon and inure to the benefit of the respective successors and lawful assigns of each Party; provided, however, that neither Party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of both Parties. Any purported assignment in violation of this Section 6 shall be void.

l) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

m) Either Party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the Recipient. All sections of this Agreement relating to the rights and obligations of the Parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the date set forth below.

Invinity Energy Systems (U.S.) Corporation		Inc. Village of Freeport	
By:		By:	
Name:	Matthew M Walz	Name:	Robert T. Kennedy
Title:	VP - Business Development	Title:	Mayor
Address:	580 Howard Street, Suite 203 San Francisco CA 94105-3025	Address:	46 North Ocean Ave. Freeport, New York 11520
Date:	2/23/23	Date:	

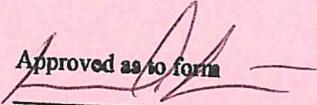
INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 3, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: mPower Contract
Software Maintenance for OMS
Condor Software Maintenance
3/1/2023 – 2/29/2024

In May of 2017, the Village was awarded \$300,000.00 from the Governor's Office of Storm Recovery (GOSR) to procure and install an Outage Management System. The Board awarded the contract to mPower Innovations on August 7, 2017. This system requires annual operating system database administrative support, and support and update licensing for the various modules. In addition, we require Disaster Recovery Support Services. Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies. In addition, we are currently using Condor (provided by mPower) to map and maintain various fiber loops throughout the Village including our school system, SCADA, and LPR (approved by the Board on June 13, 2022). The contract period for the above-mentioned services will run from March 1, 2023 to February 29, 2024. The total cost for these services is \$14,000.00. There was no increase in price.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the software maintenance and support services for OMS and Condor provided by mPower Innovations, 126 Woodward Avenue, Iron Mountain, Michigan 49801 from March 1, 2023 to February 29, 2024, at a cost of \$14,000.00. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. The OMS services will be charged to Allocation Code 5003 (Budget lines A168004 542800 (33%), E7814990 578100 (34%), and WE93004 542800 (33%) Service Contract/Repairs Network). The Condor software maintenance services will be charged to Account E 110000 WO #2454 - Power Plant Improvements. There are sufficient funds available to cover this cost.


Al Livingston Jr.
Superintendent of Electric Utilities


Approved as to form
Village Attorney

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

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

WHEREAS, on August 7, 2017, the Board awarded RFP #17-6-ELEC-417 Outage Management System to mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801; and

WHEREAS, on June 13, 2022, the Board also approved the use of Condor (provided by mPower) to map and maintain various fiber loops through the Village; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules, and additional Disaster Recovery Support Services; and

WHEREAS, this is proprietary software and support cannot be bid to outside companies; and

WHEREAS, the Superintendent of Electric Utilities recommends that the Board approve the software maintenance and support services for the Outage Management System and Condor Software provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$14,000.00 (no increase in price) for a retroactive term from March 1, 2023 through February 29, 2024; and

WHEREAS, the Outage Management System services will be charged to Budget lines A168004 542800 (33%); E7814990 578100 (34%), and WE93004 542800 (33%) Service Contract/Repairs Network and there are sufficient funds available to cover the costs; and

WHEREAS, the Condor software maintenance services will be charged to Account E 110000 WO #2454 - Power Plant Improvements and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Superintendent of Electric Utilities, that the Board retroactively approve and the Mayor be authorized to sign any documentation necessary to effectuate the agreement for the software maintenance and support services provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$14,000.00 for a term from March 1, 2023 through February 29, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

3/7/2023

Mayor Kennedy

VOTING

MPOWER TECHNOLOGIES, INC.
126 Woodward Avenue
Iron Mountain, MI 49801
accounting@mpowerinnovations.com



INVOICE

BILL TO
Incorporated Village of
Freeport
46 N Ocean Ave
Freeport, NY 11520

INVOICE # 5098
DATE 01/30/2023
DUE DATE 03/01/2023
TERMS NET 30

SALES REP
JB

DESCRIPTION	QTY	RATE	AMOUNT
MPOWER OMS SOFTWARE ANNUAL MAINTENANCE (March 1, 2023 - Feb. 28 2024)	1	11,000.00	11,000.00
mPower Condor Software Annual Maintenance	1	3,000.00	3,000.00

REMIT PAYMENTS TO:
mPower Technologies, Inc.
c/o First Bank
P.O. Box 2317
Kingsford, MI 49802

BALANCE DUE **\$14,000.00**

Please Note: Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

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 16, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 14, 2022:

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

WHEREAS, on August 7, 2017, the Board awarded RFP #17-6-ELEC-417 Outage Management System to mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$225,637.00; and,

WHEREAS, the cost of the system was offset by funds awarded by the New York State Governor’s Office of Storm Recovery (GOSR) – Funded Disaster Recovery in the amount of \$300,000.00; and

WHEREAS, this system requires annual operating system database administrative support, and support and update licensing for the various modules, and additional Disaster Recovery Support Services; and

WHEREAS, this is proprietary software and cannot be bid to outside companies; and

WHEREAS, the Superintendent of Electric Utilities recommends that the Board approve the software maintenance and support services provided; and

WHEREAS, the cost for the services for the 2022/2023 year is for the amount of \$11,000.00 (no increase in price from the prior year); and

WHEREAS, the services will be charged to Budget lines A168004 542800 (33%); E7815630 578100 (34%), and WE93004 542800 (33%) Service Contract/Repairs Network and there are sufficient funds available to cover the costs; and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Superintendent of Electric Utilities, that the Board approve and the Mayor be authorized to sign any documentation necessary to effectuate the agreement for the software maintenance and support services provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$11,000.00 for a retroactive term from March 1, 2022 through February 28, 2023.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

In Favor

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Public Works June 14, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 13, 2022:

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

WHEREAS, on October 4, 2021, the Board approved the purchase of Condor fiber optic system software supplied by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801; and

WHEREAS, Condor is an ArcGIS toolset built on top of ESRI's Telecommunications Geodatabase Framework that supports the mapping, analysis, and design functions of a fiber-based and/or coax-based telecommunications network, which has easy to use forms for splicing operations, patch panel configurations, coax equipment design and various analysis functions such as fiber tracing through splice closures, coax signal and voltage calculations and fiber cable utilization; and

WHEREAS, the Village currently uses Condor to map and maintain various fiber loops throughout the Village including our school system, SCADA, and LPR; and

WHEREAS, the Village needs to update to the latest version of the fiber optic system software and requires software support until February 28, 2023, at a cost of \$6,108.00; and

WHEREAS, the cost of the software maintenance for a period running from July 1, 2022 through February 28, 2023 is \$2,000.00; and

WHEREAS, the cost will be charged to Account E 110000 WO #2454 – Power Plant Improvements and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Superintendent of Electric Utilities, that the Board retroactively approve and the Mayor be authorized to sign any documentation necessary to for the software upgrade to Condor Software (fiber optic system software) from mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for an amount not to exceed \$6,108.00; and

BE IT FURTHER RESOLVED, that the Board approve and the Mayor be authorized to execute any documentation to enter into a contract for Condor software maintenance running from July 1, 2022 through February 28, 2023 at a not to exceed cost of \$2,000.00.

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

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 FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 2, 2023

To: Mayor Robert T. Kennedy

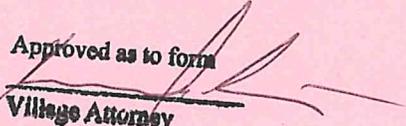
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Legal Services Agreement – Request for Additional Funds for Final Invoices
Duncan, Weinberg, Genzer & Pembroke, P.C.
March 1, 2022 – February 28, 2023

I am requesting approval for \$17,000.00 in additional funds for general legal services provided by Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP) through the contract termination date of February 28, 2023. These legal services are related to electric business with the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and matters that may arise from time to time such as the various issues associated with the LM6000 at Freeport's Power Plant 2. DWGP's services were approved by the Board of Trustees on October 18, 2021, with a cap of \$100,000.00 from March 1, 2022 to February 28, 2023. There are not sufficient funds available to pay final invoices. Invoices up to mid February total \$7,504.31. The authorized amount remaining is \$2,026.02. The outstanding balance is \$5,478.29.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve retroactively an additional \$17,000.00, with a total cap of \$117,000.00, to cover January and February legal services invoices from Duncan, Weinberg, Genzer & Pembroke, P.C. of 1667 K Street, N.W., Suite 700, Washington, D.C. 20006. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement amendment. This service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense). There are sufficient funds available to cover this cost.


Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney

3/7/2023

AL:db

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

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

WHEREAS, the Village of Freeport's Electric Utility requires the performance of specialized legal services related to electric business with the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and matters that may arise from time to time such as various issues associated with the LM6000 at Freeport's Power Plant 2; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. since approximately 1990; and

WHEREAS, on October 18, 2021, the Village approved the renewal of the agreement between the Electric Utility and Duncan, Weinberg, Genzer & Pembroke, P.C., for a term of one year retroactive to March 1, 2022 through February 28, 2023 at a not to exceed cost of \$100,00.00, payable at the rates contained in the letter of agreement; and

WHEREAS, there are not sufficient funds remaining in the contract and there are outstanding bills in the amount of \$7,504.31 and the remaining authorized amount is \$2,026.02; and

WHEREAS, based on the foregoing, the Superintendent of Electric is requesting that the Board approve retroactively an additional \$17,000.00, with a total cap of \$117,000.00 to cover January and February legal services invoices from Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006; and

WHEREAS, this service shall be funded through various accounts, including E7222160 512200 Purchase Power Legal Expense and there are sufficient funds to cover the cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any documentation necessary to amend the agreement between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006 for a term of one year retroactive to March 1, 2022 through February 28, 2023 to approve an additional \$17,000.00, with a total cap of \$117,000.00.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
3/7/2023



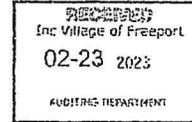
DUNCAN WEINBERG GENZER PEMBROKE

www.dwgp.com

JEFFREY C. GENZER, ESQ.
Shareholder – Washington, DC
Mobile: (202) 714-9724
Direct: (202) 791-3602
Office: (202) 467-6370
jcg@dwgp.com

*Attorney-Client Communication
Privileged and Confidential*

February 22, 2023



VIA E-MAIL

Al Livingston Jr.
Superintendent of Electric Utilities
Village of Freeport, Inc.
46 North Ocean Avenue
Freeport, NY 11520

E7222160 512200
NYAP Invoice for January 2023

Dear Al:

Enclosed are copies of our statements for professional services for the period ending January 31, 2023. Please see the table below for the current individual bill totals, not including any past due amounts:

Matter #1506	Bill #40087	\$2,141.18
Matter #1539	Bill #40044	\$1,100.57
Matter #1550	Bill #40073	\$955.30
Matter #1574	Bill #40141	\$492.63
Matter #1643	Bill #40105	\$59.11
Matter #1688	Bill #40053	\$181.30
Matter #1747	Bill #40133	\$1,031.21
Matter #1755	Bill #40111	\$26.27
Matter #1807	Bill #40154	\$294.74
Matter #1893	Bill #40051	\$1,222.00
TOTAL DUE		\$7,504.31

Please feel free to call me if you have any questions.

Sincerely,

/s/ Jeffrey C. Genzer

Jeffrey C. Genzer

Enclosures

VILLAGE OF FREEPORT

CONTRACTS

Contract: 1450
 Vendor: DUNCAN, WEINBERG, GENZER & (14592)
 Status: POSTED (8)
 Contract method: Not to Exceed
 Dept/Loc: ELECTRIC (5000)
 Bid/RFP:
 Project:

Remit: 0
 Printed: N
 To be Rolled: N
 Require PO for Payment: N

Fiscal Yr/Period: 2023 01
 Description: Specialized Legal Services related to
 New York Association of Public Power (NYAPP) & the New York Independen
 t System Operator (NYISO).

Type: PRO (PROFESSION)
 Subtype:
 Review code:
 Administrator:
 Workflow: None
 Ceiling Notification Percent: 0.00

Dates:
 Entered: 03/21/2022 Entered By: Marisa Johnson
 Awarded:
 Approved: 10/18/2021
 Expire: 02/28/2023
 Renewal action:
 Extended through:
 Estimated start: 03/01/2022
 Estimated end: 02/28/2023
 Modified: 07/15/2022 Times Modified: 1

Retainage:
 Bonds In Lieu: N
 Recalculate cap amount with change orders: Y
 Recalculate retainage differences with change orders and payments: Y
 Cap: 0.00
 Retained to date: 0.00
 Liquidated: 0.00
 Permanently withheld: 0.00

Contract Completion Starting Percent	Contract Completion Ending Percent	Percent to Retain
0.000	100.000	0.000

TOTALS:
 Original: 100,000.00
 Revised: 100,000.00
 Open Req: 0.00
 Open PO: 38.51
 Expended: 97,935.47
 Available: 2,026.02

Amounts:



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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities October 20, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 18, 2021:

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

WHEREAS, the Village of Freeport's Electric Utility requires the performance of specialized legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and other matters that may arise from time to time; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. since approximately 1990; and

WHEREAS, the firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. is qualified to provide the services required; 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 Superintendent of Electric Utilities has recommended that the Village continue to retain the services of Duncan, Weinberg, Genzer, & Pembroke, P.C.; and

WHEREAS, the Superintendent of Electric Utilities recommends that the contract be entered into from March 1, 2022 until February 28, 2023 with a cap of \$100,000.00; and

WHEREAS, this service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate the agreement between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20036 for legal services for a term effective March 1, 2022 through February 28, 2023 at a not to exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

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

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 & Comm.</u>	<u>X Police Dept.</u>	<u>X Dep. V. Clerk</u>
<u>X Claims Examiner Aide</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>	

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

To: Mayor Robert Kennedy

From: Conor Kirwan

Date: March 2, 2023

RE: DR Data Agreement

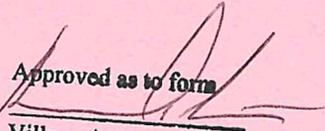
Attached please find a proposed renewal contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, to provide for data entry and administrative services related to the Fire Department Length of Service Award Program. Specifically, DR Data gathers and reports all eligible activities and attendance to the program.

The contract is for a term of one year effective retroactive to March 1, 2023 and is charged as a program expense to the LOSAP fund. The yearly cost is \$42,000 payable quarterly at the rate of \$25.00 per hour. There is no change to the total cost or hourly rate of this contract. This contract is separate and distinct from that of DR Data to perform Emergency Management Fire Department services.

If this meets with your approval please place this on the next available Board agenda to renew the contract with DR Data to provide for data entry and administrative services related to the Fire Department Length of Service Award Program.



Conor Kirwan



Approved as to form

Village Attorney

3/7/2023

INTER-DEPARTMENTAL MEMO

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

WHEREAS, the Incorporated Village of Freeport is in need of the services of a company proficient in computer programming and data management/disbursement expert relative to the operations of the Freeport Fire Department and Emergency Management, as well as the Length of Service Award Program (LOSAP) for the Fire Department; and

WHEREAS, DR Data Solutions, 196 Jamie Drive, Wakefield, New Hampshire, 03872 is a company possessed of certain skills, knowledge and expertise of a specialized nature in the field of computer programming, data collection management, and disbursement; and

WHEREAS, the procurement of these services is exempt from the provisions of General Municipal Law §103 as they are for professional services of a specialized nature; and

WHEREAS, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

WHEREAS, there is no prohibited conflict of interest created by the approval of this contract; and

WHEREAS, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services;

WHEREAS, the cost of the services will be charged as a program expense to the LOSAP fund; and

NOW THEREFORE BE IT RESOLVED, as follows:

1. Freeport retain the services of DR Data Solutions, to perform computer programming; data collection, management, and distribution relative to the operations of the Freeport Fire Department, and Emergency Management on behalf of Freeport, pursuant to the terms and conditions of a written contract;
2. That the compensation for such services be and hereby is set as follows: \$25.00 per hour for a not to exceed the annual cost of \$42,000.
3. That the term for this Agreement be one year retroactively beginning March 1, 2023 and terminating on February 29, 2024.
4. All computerized information concerning the Freeport Fire Department, its personnel, operations, programs and those of the Emergency Management Department and LOSAP Program shall be downloaded into the Incorporated Village of Freeport's mainframe immediately under the supervision of Freeport's Computer Department.

5. Donald Rowan, the spouse of the president of DR Data Solutions shall receive no compensation from the Freeport Fire Department for work done or being done on Freeport Fire Department's LOSAP Program.
6. The funding for this contract will be paid via the Village's LOSAP program and thereby will be incurring no direct cost to the Village.
7. That the Mayor be and hereby is authorized to execute on behalf of the Incorporated Village of Freeport a contract for professional services, together with such other documents necessary to implement the terms and conditions of 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

Approved as to form

Village Attorney

3/7/2023

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

To: Mayor Robert Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: March 2, 2023

RE: National EAP Renewal

Enclosed please find a proposed renewal agreement with National EAP.

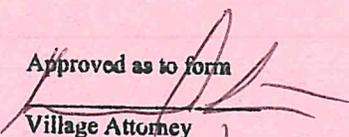
The proposed agreement covers counseling services only and is effective 3/1/23 – 2/29/24 and is for a per employee per quarter cost of \$7.78. There is no increase in the per employee cost over the prior contract year and the contract continues to include additional services beyond those which have been historically provided (enhanced legal and financial services). National EAP has agreed to provide these services, which normally have an associated cost, to the Village at no additional expense.

I expect the not to exceed cost to be \$11,000.00 per annum (the exact cost is tied to hiring and attrition). The contract will be funded via A143004 542800, E7820000 578100, WE93004 542800. There is sufficient funding available in next year's budget to cover the cost.

If this meets with your approval, please place this on the next available Board agenda for authorization to execute the agreement between the Incorporated Village of Freeport and National EAP, 490 Wheeler Road, Suite 102, Hauppauge, NY 11788 for a term of one year effective 3/1/23 at a not to exceed cost of \$11,000 per annum.


Conor Kirwan

Approved as to form


Village Attorney

3/7/2023

INTER-DEPARTMENTAL MEMO

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

WHEREAS, the Village wishes to provide an assistance program to its CSEA employees, covering counseling services and workplace training; and

WHEREAS, National EAP, 490 Wheeler Road, Suite 102, Hauppauge, New York 11788, has been providing such services for many years; and

WHEREAS, National EAP has submitted a proposal for the renewal of the current contract effective March 1, 2023 and ending on February 29, 2024 for a cost of \$7.78 per quarter, per covered employee for a not-to-exceed annual cost of \$11,000.00; and

WHEREAS, there are sufficient funds in budget lines A143004 542800, E7820000 578100, and WE93004 542800; and

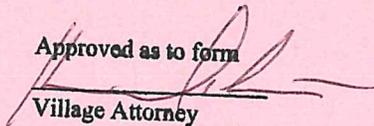
WHEREAS, this contract and the services provided are akin to an insurance program, so this program falls outside of §103 of the General Municipal Law and the mandates of competitive bidding; and

NOW THEREFORE BE IT RESOLVED, the Board approve and that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate an agreement between National EAP and the Village of Freeport for a one-year term running retroactive from March 1, 2023 to February 29, 2024 for a not-to-exceed cost of \$11,000.00.

The Clerk polled the Board as follows:

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

Approved as to form


Village Attorney

3/7/2023



490 Wheeler Road, Suite 102, Hauppauge, NY 11788 ■ 1.800.634.2593 - (t) 631.586.6102 - (f) 631.588.8143 ■ www.nationaleap.com

MEMORANDUM OF AGREEMENT

Between:

National Employee Assistance Providers, Inc.

And

Village of Freeport

With Its Headquarters Located at

46 North Ocean Avenue, Freeport, NY 11520

Contract Effective Date:

March 1st, 2023 through February 28th, 2024

COMPREHENSIVE EAP SERVICES TO BE PROVIDED:

I. PROGRAM DESIGN

National Employee Assistance Providers, Inc. (National EAP) will maintain a comprehensive employee assistance program designed to meet the specific needs of Village of Freeport. National EAP will be responsible for planning, promoting, implementing and monitoring your Employee Assistance Program.

II. PROGRAM MARKETING

National EAP will provide EAP promotional materials for employees and for posting at all physical locations. Marketing materials include:

- Paper Brochure & Wallet Card for Each employee
- Paper EAP Posters as needed
- Monthly Website Spotlight E-Flyers
- Quarterly E-Newsletters
- Monthly Webinar E-Flyers

National EAP will provide Employee and Management orientation onsite or via live webinar. Orientations describe EAP services in detail, where issues of privacy and confidentiality are stressed. EAP orientations teach employees how to access National EAP for themselves and covered family members (see covered members section XI). Early intervention via telephonic consultation and on-line access is encouraged as appropriate tools to help employees before issues might interfere with performance at home or at work.

III. EAP SERVICES

All members who contact National EAP for assistance will receive a thorough assessment to identify the client's problem(s), examine options, identify goals, and develop an EAP service plan to address the areas of concern. All EAP and Work/Life services are accessed by dialing our toll-free number and online in the member website at www.nationaleap.com. Telephonic, on-line and in person services are available in Spanish also. All efforts will be made to accommodate other languages as needed.

The EAP service plan for callers can include 1 or more of the following services:

- Short-Term, Solution Focused In-Person or Telephonic EAP Counseling (up to 6 sessions)
- Case Management Services



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- Legal & Financial Consultation
- ID Theft Recovery Consultation
- Eldercare And Childcare Referrals
- Research and Informational Support
- Crisis Management
- Qualified Referrals to Specialized Providers

EAP is available to assist members with a variety of problems such as stress and anxiety, family and marital conflicts, emotional difficulties, alcohol/drug problems, financial/legal difficulties, childcare and elder care needs, any issues that might affect work-place performance.

EAP counseling services are provided by our national team of EAP Specialists. EAP sessions are provided for non-medical issues when short-term solution focused counseling can be effective or to stabilize a crisis. When it appears there is the presence of a long term or medical issue, EAP will assist the client in identifying the appropriate specialized services they require, such as a psychiatric or substance abuse specialists and provide pre-qualified referrals and monitor for member satisfaction and progress.

National EAP will offer appointments for members requesting assistance in accordance with the client's schedule. Crisis calls are given priority and immediate attention. 24-hour live telephone access, 7 days per week, as well as portal access to EAP information and services are continuously available.

National EAP shall maintain an extensive resource network, including updated information on specialists, hospitals, community-based agencies, substance abuse treatment centers, mental health and work/life professionals. National EAP refers to qualified professionals, who meet strict criteria to assure quality, cost effective care, and promote organizational savings on health insurance.

Legal Consultation: Members access a national network of attorneys for consultation regarding their legal concerns. The member's legal needs are assessed by a Legal Consultant who conducts the intake, confirms appropriateness and availability of the lawyer, and follows-up to ensure client satisfaction and resolution. Callers can obtain consultation for most legal issues, with the exception of those involving disputes or actions between an employee and their employer. Legal Consultation includes a no-cost 30 minute in-person or telephonic consultation with a lawyer and if the member chooses to retain that lawyer, they will receive a rate discount of 25%.

Financial Consultation: Qualified financial counselors and educators are available without an appointment Monday through Friday. Counselors provide confidential telephonic consultation (usually lasting 30 minutes) and written resources addressing an individual's specific concerns. Financial consultation is available to assist in a wide variety of issues including bankruptcy, credit issues, purchasing a home, refinancing, etc.

ID Theft Consultation: Employees can utilize ID Theft Consultation for both preemptive and restorative needs, which include a toll-free, telephonic 30-minute consultation with a certified consumer credit counselor.



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IV. HR/MANAGEMENT CONSULTATION SERVICES

National EAP provides individualized management consultation services for Village of Freeport HR/management team to assist them with complex employee work performance or behavioral issues. All management consultation is provided by our team of EAP Specialists and is most often the first step before using the Administrative Referral Program.

V. THE ADMINISTRATIVE REFERRAL PROGRAM

Human Resources and management can administratively refer high risk members (policy violations, excessive absenteeism, substance abuse, declining performance, etc.) for intensive EAP assessment, counseling, referral and monitoring to address work performance issues. Bi-weekly reports are provided (with member consent) to the organization, documenting member participation and progress. This program protects the organization from potential liability and reduces turnover and disability claims.

National EAP requires HR to submit an Administrative Referral Submission form to National EAP when making an administrative referral so that all referral expectations are clear. All administratively referred members must sign our Statement of Understanding and Consent to Participate in the Administrative Referral Program agreeing to their responsibilities for compliance while attending the EAP, in addition to signing a consent form authorizing NEAP to communicate with their employer.

National EAP will monitor any/all treatment provided to members who have been administratively referred by the Village of Freeport. National EAP monitoring takes place until your designated Human Resources Administrator and National EAP Specialist agree this is no longer necessary. Members' written consent is required. (See Suggested Procedure for Administrative Referral - made available by National EAP). Unlimited utilization of the Administrative Referral Program is included in this contract.

VI. EMPLOYEE TERMINATION PROGRAM

All EAP services will remain available to terminated or voluntary exit employees for up to 3 months post end date, complimentary to Village of Freeport. EAP services include short term counseling and referrals to resources such as job finder assistance programs, community resources, and professional career development services.

VII. WORKPLACE TRAINING - FFS

National EAP has a diverse catalog of EAP seminars available with a tailored focus toward workplace culture, policy compliance, overall wellness and workplace success. Policy and management seminars are billed at \$750 per seminar and employee soft skill and wellness trainings are billed at \$550 per seminar plus standard travel fee. A training catalog will be provided. National EAP requires that all training requests be submitted a minimum of four weeks in advance.

If National EAP is notified less than two weeks prior that the scheduled training is cancelled, Village of Freeport will be responsible for a 20% cancellation fee. If the training is rescheduled, the training must be held within 2 months of the original training date or the cancellation policy will apply.



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VIII. HEALTH AND WELLNESS EAP MEMBER PORTAL

National EAP will provide and maintain a member work/life resource portal with a comprehensive level of resource articles, assessments, audio and video files covering workplace issues, emotional well-being, health and wellness in addition to childcare, elder care and more. The portal is available in Spanish and English.

IX. CRISIS INCIDENT RESPONSE SERVICES (CIR)

National EAP is committed to supporting the needs of its clients at all times and provides 24/7/365 Live answer crisis services, easily accessed through our toll free 800 number.

Following an unexpected, traumatic event in the workplace such as a death of a co-worker, robbery, act of violence, etc., Village of Freeport personnel can call National EAP for assistance with assessing the potential human impact the incident will have. National EAP will provide coaching and support to the administrator(s) to evaluate how to best respond to the incident to mitigate any long term or negative impact the incident may cause in the workplace.

EAP Specialists are available to deliver on-site Critical Incident Response Services to help prevent employees from experiencing the negative effects of unaddressed trauma. On-site CIR services are included in this contract, allowing for up to two (2) hours of on-site CIR per year for up to three (3) critical events per calendar year. Additional CIR services are available and billed at a rate of \$250 per hour, plus travel expenses incurred. There is a minimum billing of 2 hours per CIR. A cancellation fee of \$400.00 will be charged if the CIR is cancelled or rescheduled on the same date of the CIR or after the CIR booking has been confirmed with Village of Freeport.

X. UTILIZATION REPORTS AND ORGANIZATION EVALUATION

Utilization reports are provided on a semi and annual basis (quarterly available upon request). National EAP maintains a state-of-the-art software system that protects the identity of your member/our client and provides important statistical data. National EAP staff is available for consultation in this area. Our utilization software and procedures are in compliance with the current Privacy Rule developed by the U.S. Department of Health and Human Services (HHS) based on the requirements of the Health Insurance Portability and Accountability Act (HIPAA, April 14, 2003).

XI. COVERED MEMBERS

All Village of Freeport employees/members and their immediate household are covered for all services described herein.

XII. PAYMENT: FEES AND SCHEDULE

The fee for the National EAP, Inc. comprehensive program outlined in this agreement is \$7.78 per employee per quarter. The rate is determined based upon the contract initiation census level of 340 US based employees. Minimum billing census for Village of Freeport is 300 employees. Payment for services is due upon receipt of invoice on a quarterly basis; March 1st, June 1st, September 1st and December 1st. Account receivables that fall into arrears of 90 days + will incur a 1.75% surcharge, on a monthly basis.

A complete census is required at the time of contract inception and subsequent renewals, that



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Includes every employees name, position, and work location. A quarterly census is due on the 1st day of the first month of each billing quarter (March 1st, June 1st, September 1st and December 1st). National EAP will send reminders for quarterly revisions of your population count. Census should be sent to: census@nationaleap.com. Should this population count not be received within 3 business days after the due date, the contracted amount or previous quarter's count will be billed, whichever is higher if applicable.

XIII. LEGAL FEES

If the services provided for in this agreement are not paid within 90 days of the date invoiced by National EAP and it is required to collect the same through legal proceedings, then the Village of Freeport shall be responsible for National EAP's collection fees, reasonable attorney's fees, expenses and disbursements.

XIV. INDEMNIFICATION

National EAP covenants and agrees to defend, protect, indemnify and hold harmless Village of Freeport, its Trustees, Officers, Members and Authorized Agents, from and against each and every claim, demand or cause of action or any liability, cost or expense on account of any loss including reasonable attorney(s) fees caused by, arising out of, or in any way incidental to or in connection with National EAP's activities at or for Village of Freeport, except for losses resulting from the negligence of Village of Freeport, or its agents.

XV. STATEMENT

National EAP shall carry all liability insurances as is reasonable and customary for services provided as outlined in the above. When indicated, all services to which National EAP refers shall also be appropriately licensed and insured according to practice specialty and region.

The undersigned agree to the above contract, with any amendments or changes to said contract being made prior to either party's below signature. Agreement will take effect in accordance with above noted dates of service provision, and with all below parties' endorsement.

3/2/2023

Date

DocuSigned by:
Aoifa O'Donnell

Aoifa O'Donnell
Chief Executive Officer
National EAP, Inc.

Date

Robert T. Kennedy
Honorable Mayor
Village of Freeport

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

To: Mayor Robert T. Kennedy
From: Conor Kirwan – Executive Director of Human Resources
Date: March 2, 2023
RE: HRA Funding Fiscal Year Ending 2024

The Board of Trustees has previously authorized the funding of HRA debit cards, administered by Clarity Benefit Solutions.

I am requesting that the Board authorize, for fiscal year ending 2024, funding in the amount of \$190,000.00, allocated as follows:

Municipal – 74.55% (\$141,645)
Electric – 21.93% (\$41,667)
Water – 3.52% (\$6,688)

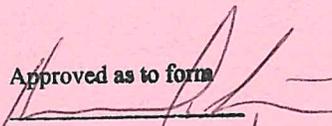
This is an increase of \$40,000 based on plan experience, but is in line with historical averages.

If this meets with your approval please place on the next available Board agenda to authorize fiscal year 2024 expenditure of \$190,000.00 for the debit cards administered by Clarity Benefit Solutions, 77 Brant Ave, Suite 206, Clark, NJ 07066. The funding will come from A906008 580500 (Hospital Major Medical Coverage) E7851710 578100 (Hospital Major Medical Coverage) WE92608 580500 (Hospital Major Medical Coverage).



Conor Kirwan

Approved as to form


Village Attorney

3/7/2023

**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: March 3, 2023

RE: FURNISHING AND INSTALLATION OF PAVILIONS AT FREEPORT VILLAGE PARKS

Plans and Specifications for the above-referenced project will be completed shortly. It is now necessary to advertise for bids. The project calls for furnishing and installation of four (4) pavilions at Cow Meadow Park and one (1) pavilion North East Park.

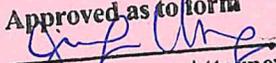
The estimated cost for this project is \$200,000.00. Funding for the pavilion at Cow Meadow Park come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00. Funding for the pavilion at North East Park will come from a source to be determined by the Mayor and Board of Trustees.

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on March 16, 2023. Bid documents will be available from March 20, 2023 through March 31, 2023. Bids will have a returnable date of April 4, 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

- c. P. Boening, Village Clerk
K. Weltner, Purchasing Agent
P. Lester, Secretary to the Mayor

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorize the Village Clerk to publish a Notice to Bidders for the Furnishing and Installation of Pavilions at Freeport Village Parks; and

WHEREAS, the project calls for the furnishing and installation of four (4) pavilions at Cow Meadow Park and one (1) pavilion at North East Park; and

WHEREAS, the estimated cost for this project is \$200,000.00; and

WHEREAS, funding for the pavilions at Cow Meadow Park come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00; funding for the pavilion at North East Park will come from a source to be determined by the Mayor and Board of Trustees; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Furnishing and Installation of Pavilions at Freeport Village Parks” in the Freeport Herald and other relevant publications on March 16, 2023, with the specifications available from March 20, 2023 through March 31, 2023, with a return date of April 4, 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

FURNISHING AND INSTALLATION OF PAVILIONS AT FREEPORT VILLAGE PARKS FOR THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for "FURNISHING AND INSTALLATION OF PAVILIONS AT FREEPORT VILLAGE PARKS " until 11:00 A.M. on **Tuesday, April 4, 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 obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, March 20, 2023 until 4:00 P.M. Friday, March 31, 2023**. There is no fee for a set of bid documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into a acceptable contract.

The project calls for the installation of (5) prefabricated steel shelters in Village of Freeport parks, as well as the installation of concrete slabs beneath the pavilions.

The successful bidder will be required to furnish a Performance Bond, and Labor and Material Bond in the statutory form.

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.

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – March 16, 2023

**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: March 3, 2023

RE: REHABILITATION OF THE FREEPORT ARMORY BUILDING- PHASE 2

Plans & specifications for the above-referenced project will be completed shortly. The project calls for the interior rehabilitation of the upstairs east wing of the building, including asbestos abatement, new lighting, new HVAC units, restroom modifications and all new interior finishes.

The estimated cost for this project is \$250,000.00. Funding for this project will come from a bond resolution approved by the Village Board of Trustees on July 29, 2020 for \$700,000.00. We anticipate full reimbursement of the project cost through grant funding.

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Herald and other related publications on March 23, 2023. Bid documents will be available from Monday, March 27, 2023 through Friday, April 7, 2023. Bids will have a returnable date of April 11, 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.
Supt. of Public Works

- c. P. Boening, Village Clerk
K. Weltner, Purchasing Agent
P. Lester, Secretary to the Mayor
p

Approved as to form



Deputy Village Attorney

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorize the Village Clerk to publish a Notice to Bidders for the Rehabilitation of the Freeport Armory Building-Phase 2; and

WHEREAS, plans and specifications for the above-referenced project will be completed shortly; and

WHEREAS, the project calls for the interior rehabilitation of the upstairs east wing of the building, including asbestos abatement, new lighting, new HVAC units, restroom modifications and all new interior finishes; and

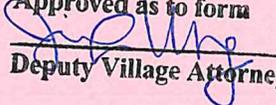
WHEREAS, the estimated cost for this project is \$250,000.00; and

WHEREAS, funding for this project will come from a bond resolution approved by the Village Board of Trustees on July 29, 2020 for \$700,000.00; the Village anticipates full reimbursement of the project cost through grant funding; 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 “Rehabilitation of the Freeport Armory Building- Phase 2” in the Freeport Herald and other relevant publications on March 23, 2023, with the specifications available from March 27, 2023 through April 7, 2023, with a return date of April 11, 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

REHABILITATION OF THE FREEPORT ARMORY BUILDING- PHASE 2

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 “**REHABILITATION OF THE FREEPORT ARMORY BUILDING-PHASE 2**” until 11:00 A.M. on **Tuesday, April 11, 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 obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, March 27, 2023 until 12:00 P.M. Friday, April 7, 2023**. There is no fee for a set of bid documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into an acceptable contract.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – March 23, 2023

**INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: March 3, 2023

RE: 2023 ANNUAL ASPHALT PAVING CONTRACT

Eighteen (18) bids were distributed and six (6) bids were received on December 20, 2022, for the referenced requirements contract. This program provides contractual unit prices for asphalt paving.

Bids range from a high bid of \$545,000.00 to a low bid of \$136,600.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. 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.

Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, N.Y. 11742 is the low bidder in the amount of \$136,600.00 for this requirements contract. We have checked the low bidder's references and the contractor has successfully completed similar projects.

The contract will be for a term of one year retroactively beginning March 1, 2023, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

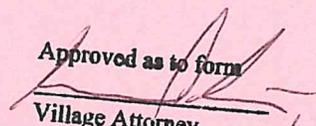
Accordingly, it is recommended that the contract, **2023 ANNUAL ASPHALT PAVING CONTRACT**, be awarded to the lowest responsible bidder,

**Aventura Construction Corp.
1101 Waverly Avenue
Holtsville, N.Y. 11742**

in the amount of \$136,600.00 for this contract total bid.



Robert R. Fisenne
Superintendent of Public Works

Approved as to form

Village Attorney
3/7/2023

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

WHEREAS, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the 2023 Annual Asphalt Paving Contract; and

WHEREAS, eighteen (18) bids were distributed and six (6) bids were received on December 20, 2022, for the referenced requirements contract; and

WHEREAS, the bids range from a high bid of \$545,000.00 to a low bid of \$136,600.00; and

WHEREAS, the lowest responsible bidder was submitted by Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, New York 11742, in the amount of \$136,600.00; and

WHEREAS, the contract will be for a term of one-year retroactively beginning March 1, 2023, with an option for two (2) one-year extensions if mutually acceptable; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2023 Annual Asphalt Paving Contract to Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, New York 11742, in the amount of \$136,600.00, for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

3/14/2023

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 November 30, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Village’s Annual Asphalt Contract will expire on February 28, 2023; and

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

WHEREAS, the Department of Public Works is requesting permission to advertise a Notice to Bidders for the 2023 Annual Asphalt Paving Contract; and

WHEREAS, this program provides the contractual unit prices for asphalt paving of potholes; the current contract has an approximate annual cost of \$120,000; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2023, with an option for two (2) one-year extensions if mutually acceptable; and

WHEREAS, the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2023 Annual Asphalt Paving Contract” in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

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

cc:

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2023 ANNUAL ASPHALT PAVING CONTRACT

BID

DATE: DECEMBER 20, 2022

ITEM NO.	DESCRIPTION	UNITS	AVENTURA CONSTRUCTION CORP 1101 WAVERLY AVENUE HOLTSVILLE, NY 11742		AMERICAN PAVING 8 FOREST AVENUE GLEN COVE, NY 11542		ROADWORK AHEAD 2186 KIRBY LANE SYOSSET, NY 11791		METRO PAVING LLC 500 PATTON AVENUE WEST BABYLON, NY 11794		
			QUANTITY	PRICE	TOTAL	UNIT	PRICE	TOTAL	UNIT	PRICE	TOTAL
2X	UNCLASSIFIED EXCAVATION	CY	200	\$ 45.00	\$ 9,000.00	30.00	\$ 6,000.00	50.00	\$ 10,000.00	50.00	\$ 10,000.00
5C	SELECT FILL	CY	100	\$ 50.00	\$ 5,000.00	17.00	\$ 1,700.00	10.00	\$ 1,000.00	20.00	\$ 2,000.00
5BSS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	\$ 5.00	\$ 5,000.00	3.00	\$ 3,000.00	5.00	\$ 5,000.00	2.00	\$ 2,000.00
100A	1 1/2" ASPHALT PAVING OVERLAY	SF	8,000	\$ 1.40	\$ 11,200.00	2.10	\$ 16,800.00	2.75	\$ 22,000.00	1.25	\$ 10,000.00
100B	1 1/2" ASPHALT PAVING OVERLAY W/LESS THAN 1000 SQ FT	SF	2,000	\$ 4.50	\$ 9,000.00	3.00	\$ 6,000.00	3.00	\$ 6,000.00	2.70	\$ 5,400.00
100C	ASPHALT PAVING TRUING AND LEVELING	TONS	300	\$ 85.00	\$ 25,500.00	125.00	\$ 37,500.00	98.00	\$ 29,400.00	125.00	\$ 37,500.00
101A	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	3,000	\$ 2.90	\$ 8,700.00	3.00	\$ 9,000.00	3.25	\$ 9,750.00	8.80	\$ 26,400.00
101B	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND) WITH LESS THAN 1000 SQ FT	SF	2,000	\$ 5.00	\$ 10,000.00	3.50	\$ 7,000.00	4.00	\$ 8,000.00	11.00	\$ 22,000.00
102A	ASPHALT PAVING W/ASPHALT BINDER BASE (1 1/2" IA ON 2 1/2" IA ON 6" STONE BLEND BASE)	SF	2,000	\$ 4.50	\$ 9,000.00	4.95	\$ 9,900.00	5.75	\$ 11,500.00	12.75	\$ 25,500.00
102B	ASPHALT PAVING W/ASPHALT BINDER BASE (1 1/2" IA ON 2 1/2" IA ON 6" STONE BLEND BASE) W/LESS THAN 1000 SQ FT	SF	3,500	\$ 5.50	\$ 19,250.00	5.85	\$ 20,475.00	6.75	\$ 23,625.00	14.75	\$ 51,625.00
103A	ASPHALT PAVING ON MASSAU COUNTY ROADS (2" IA ON 10" ASPHALT BASE)	SF	1,000	\$ 10.00	\$ 10,000.00	8.00	\$ 8,000.00	18.00	\$ 18,000.00	24.00	\$ 24,000.00
103B	ASPHALT PAVING ON MASSAU COUNTY ROADS (2" IA ON 10" ASPHALT BASE) W/LESS THAN 1000 SQ FT	SF	500	\$ 14.60	\$ 7,300.00	9.00	\$ 4,500.00	30.00	\$ 15,000.00	28.00	\$ 14,000.00
517	COLDMILLING, SHAPING AND REMOVAL OF BITUMINOUS CONCRETE PAVEMENT	SY	1,500	\$ 5.10	\$ 7,650.00	5.75	\$ 8,625.00	10.00	\$ 15,000.00	12.00	\$ 18,000.00
TOTALS					\$ 136,600.00		\$ 138,500.00		\$ 174,275.00		\$ 248,425.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2023 ANNUAL ASPHALT PAVING CONTRACT

BID

DATE: DECEMBER 20, 2022

ELITE PARKING AREA MAINT.
1479 MONTAUK HWY
OAKDALE, NY 11769

PRATT BROTHERS, INC
333 MARCUS BLVD
HAUPPAUGE, NY 11788

MACEDO CONTRACTING SVCS
PO BOX 64
RONKONKOMA, NY 11779

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	ELITE PARKING AREA MAINT.		PRATT BROTHERS, INC		MACEDO CONTRACTING SVCS	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
2X	UNCLASSIFIED EXCAVATION	CY	200	\$ 115.00	\$ 23,000.00	\$ 50.00	\$ 10,000.00	\$ 225.00	\$ 45,000.00
5C	SELECT FILL	CY	100	\$ 140.00	\$ 14,000.00	\$ 26.00	\$ 2,600.00	\$ -0.00	\$ -0.00
58SS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	\$ 3.00	\$ 3,000.00	\$ 5.00	\$ 5,000.00	\$ 7.00	\$ 7,000.00
100A	1 1/2" ASPHALT PAVING OVERLAY	SF	8,000	\$ 2.33	\$ 18,640.00	\$ 2.00	\$ 16,000.00	\$ 10.00	\$ 80,000.00
100B	1 1/2" ASPHALT PAVING OVERLAY W/LESS THAN 1000 SQ FT	SF	2,000	\$ 7.80	\$ 15,600.00	\$ 3.00	\$ 6,000.00	\$ 18.00	\$ 36,000.00
100C	ASPHALT PAVING TRUING AND LEVELING	TONS	300	\$ 172.36	\$ 52,008.00	\$ 195.00	\$ 58,500.00	\$ 155.00	\$ 46,500.00
101A	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	3,000	\$ 7.48	\$ 22,440.00	\$ 19.00	\$ 57,000.00	\$ 16.00	\$ 48,000.00
101B	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND) WITH LESS THAN 1000 SQ FT	SF	2,000	\$ 10.45	\$ 20,900.00	\$ 19.00	\$ 38,000.00	\$ 30.00	\$ 60,000.00
102A	ASPHALT PAVING W/ASPHALT BINDER BASE (1 1/2" JA ON 2 1/2" JA ON 6" STONE BLEND BASE)	SF	2,000	\$ 12.22	\$ 24,440.00	\$ 14.25	\$ 28,500.00	\$ 17.00	\$ 34,000.00
102B	ASPHALT PAVING W/ASPHALT BINDER BASE (1 1/2" JA ON 2 1/2" JA ON 6" STONE BLEND BASE) W/LESS THAN 1000 SQ FT	SF	3,500	\$ 8.14	\$ 28,490.00	\$ 26.85	\$ 93,975.00	\$ 31.00	\$ 108,500.00
103A	ASPHALT PAVING ON NASSAU COUNTY ROADS (2" JA ON 10" ASPHALT BASE)	SF	1,000	\$ 25.74	\$ 25,740.00	\$ -0.00	\$ -0.00	\$ 25.00	\$ 25,000.00
103B	ASPHALT PAVING ON NASSAU COUNTY ROADS (2" JA ON 10" ASPHALT BASE) W/LESS THAN 1000 SQ FT	SF	500	\$ -44.42	\$ -22,210.00	\$ -0.00	\$ -0.00	\$ -42.00	\$ -21,000.00
517	COLDMILLING, SHAPING AND REMOVAL OF BITUMINOUS CONCRETE PAVEMENT	SY	1,500	\$ 23.58	\$ 35,370.00	\$ 14.00	\$ 21,000.00	\$ 20.00	\$ 30,000.00
TOTALS					\$ 313,838.00		\$ 369,575.00		\$ 545,000.00

**INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: March 3, 2023

RE: 2023 - ANNUAL CURB AND SIDEWALK CONTRACT

Eighteen (18) bids were distributed and five (5) bids were received on January 10, 2023, for the referenced requirements contract. This contract provides unit prices for the repair of concrete curb and concrete sidewalk.

Bids range from a high bid of \$1,225,200.00 to a low bid of \$672,800.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. 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.

Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, N.Y. 11742 is the low bidder in the amount of \$672,800.00 for this requirements contract. We have checked the low bidder's references and the contractor has successfully completed similar projects.

The contract will be for a term of one year retroactively beginning March 1, 2023, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

Accordingly, it is recommended that the contract, **2023 - ANNUAL CURB AND SIDEWALK CONTRACT**, be awarded to the lowest responsible bidder,

**Aventura Construction Corp.
1101 Waverly Avenue
Holtsville, N.Y. 11742**

in the amount of \$672,800.00 for this contract total bid.



Robert R. Fisenne
Superintendent of Public Works

Approved as to form
Village Attorney
3/7/2023

Encl.

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

WHEREAS, on December 12, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “2023 Annual Curb and Sidewalk Contract”; and

WHEREAS, eighteen (18) bids were distributed and five (5) bids were received on January 10, 2023 for the referenced requirements contract; and

WHEREAS, the bids range from a high bid of \$1,225,200.00 to a low bid of \$672,800.00; and

WHEREAS, the lowest responsible bidder was submitted by Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, New York 11742, in the amount of \$672,800.00; and

WHEREAS, the contract will be for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2023 Annual Curb and Sidewalk Contract to Aventura Construction Corp., 1101 Waverly Avenue, Holtsville, New York 11742, in the amount of \$672,800.00, for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
3/7/2023

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 December 13, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 12, 2022:

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

WHEREAS, the Village’s Annual Curb and Sidewalk Contract expires on February 28, 2023; and

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

WHEREAS, this program provides the contractual unit prices for the repair of concrete curb and concrete sidewalk and the current contract has an approximate annual cost of \$130,000 and funding for the repairs will be included in the 2023-2024 Fiscal Budget; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the “2023 Annual Curb and Sidewalk Contract” in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with bid documents available from December 19, 2022 through January 6, 2023, with a return date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT 2023 ANNUAL CURB AND SIDEWALK CONTRACT

BID

DATE: January 10, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	AVENTURA CONSTRUCTION CORP. 1101 WAVERLY AVENUE HOLTSVILLE, NY 11742		ARMOND CEMENT CONTRA. 1808 ALICE STREET MERRICK, NY 11566		ROADWORK AHEAD 2186 KIRBY LANE SYOSSET, NY 11791	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	\$ 1.00	\$ 400.00	\$ 2.00	\$ 800.00	\$ 3.00	\$ 1,200.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	6,000	\$ 1.00	\$ 6,000.00	\$ 3.00	\$ 18,000.00	\$ 4.50	\$ 27,000.00
1C	Removal and disposal of existing gutter	LF	300	\$ 7.00	\$ 2,100.00	\$ 4.00	\$ 1,200.00	\$ 8.00	\$ 2,400.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/more than 80 s.f. at one property location or concrete work w/in 1000 l.f. Measured along the streets	SF	15,000	\$ 16.00	\$ 240,000.00	\$ 11.00	\$ 165,000.00	\$ 10.00	\$ 150,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f., measured along the streets	SF	15,000	\$ 17.00	\$ 255,000.00	\$ 13.00	\$ 195,000.00	\$ 12.00	\$ 180,000.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	900	\$ 30.00	\$ 27,000.00	\$ 30.00	\$ 27,000.00	\$ 36.00	\$ 32,400.00
4B	Installation of 1 foot wide concrete gutter	LF	400	\$ 32.00	\$ 12,800.00	\$ 10.00	\$ 4,000.00	\$ 41.00	\$ 16,400.00
4C	Installation of 2.5 foot wide concrete gutter	LF	500	\$ 35.00	\$ 17,500.00	\$ 30.00	\$ 15,000.00	\$ 55.00	\$ 27,500.00
4D	Installation of monolithic concrete curb and 1 foot wide gutter	LF	500	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00	\$ 42.00	\$ 21,000.00
4E	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	900	\$ 5.00	\$ 4,500.00	\$ 8.00	\$ 7,200.00	\$ 4.75	\$ 4,275.00
5	Reset existing brick pavers	SF	7,500	\$ 2.00	\$ 15,000.00	\$ 12.00	\$ 90,000.00	\$ 18.00	\$ 135,000.00
6A	Install brick pavers	SF	7,500	\$ 6.00	\$ 45,000.00	\$ 19.00	\$ 142,500.00	\$ 21.00	\$ 157,500.00
7	Allowance for Miscellaneous Masonry Work	Job	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTALS					\$ 672,800.00		\$ 715,700.00		\$ 797,175.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2023 ANNUAL CURB AND SIDEWALK CONTRACT

BID

DATE: January 10, 2023

STASI GENERAL CONTRA.
11 RICHARD STREET
HICKSVILLE, NY 11801

LASER INDUSTRIES, INC.
1775 ROUTE 25
RIDGE, NY 11961

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	\$ 8.00	\$ 3,200.00	\$ 15.00	\$ 6,000.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	6,000	\$ 4.00	\$ 24,000.00	\$ 5.00	\$ 30,000.00
1C	Removal and disposal of existing gutter	LF	300	\$ 4.00	\$ 1,200.00	\$ 10.00	\$ 3,000.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/more than 80 s.f. at one property location or concrete work w/in 1000 l.f. Measured along the streets	SF	15,000	\$ 12.00	\$ 180,000.00	\$ 15.00	\$ 225,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f., measured along the streets	SF	15,000	\$ 14.00	\$ 210,000.00	\$ 18.00	\$ 270,000.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	900	\$ 30.00	\$ 27,000.00	\$ 40.00	\$ 36,000.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	400	\$ 30.00	\$ 12,000.00	\$ 38.00	\$ 15,200.00
4C	Installation of 1 foot wide concrete gutter	LF	500	\$ 48.00	\$ 24,000.00	\$ 46.00	\$ 23,000.00
4D	Installation of 2.5 foot wide concrete gutter	LF	500	\$ 40.00	\$ 20,000.00	\$ 45.00	\$ 22,500.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	500	\$ 50.00	\$ 25,000.00	\$ 56.00	\$ 28,000.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	900	\$ 6.00	\$ 5,400.00	\$ 10.00	\$ 9,000.00
6A	Reset existing brick pavers	SF	7,500	\$ 15.00	\$ 112,500.00	\$ 35.00	\$ 262,500.00
6B	Install brick pavers	SF	7,500	\$ 22.00	\$ 165,000.00	\$ 38.00	\$ 285,000.00
7	Allowance for Miscellaneous Masonry Work	Job	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
TOTALS					\$ 819,300.00		\$ 1,225,200.00

INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: March 1, 2023

**Re: INSTALLATION OF FIRE SPRINKLER SYSTEM FOR THE FREEPORT
ARMORY BUILDING RE BID**

At the Village Board of Trustees meeting on July 26, 2021, the referenced construction contract was awarded to WHM Plumbing & Heating Contractors, Inc., 6H Enterprise Drive, East Setauket, NY 11733 for \$306,835.00. The project calls for the installation of a fire sprinkler system for the west building at the Freeport Armory.

During the course of construction the Nassau County Fire Marshall's office requested additional work to be done in order to bring the sprinkler system into compliance. The following additional requirements are as follows:

Installation of hose cabinets in the stairwells and common areas for \$46,340.00.

Installation of a stand pipe system in the stairwells and misc. piping for \$99,810.31.

A copy of the requested change order is attached.

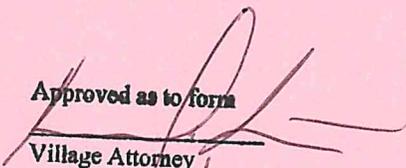
Funding for this increase will come from an anticipated bond resolution by the Village Board of Trustees. We anticipate full reimbursement of the project cost through Nassau County and Freeport Community Development.

Accordingly we are recommending that the contract "INSTALLATION OF FIRE SPRINKLER SYSTEM FOR THE FREEPORT ARMORY BUILDING" contract be retroactively increased from \$306,835.00 to \$452,985.47.



Robert R. Fisenne, P.E.

Encl.
c.



Approved as to form

Village Attorney

3/7/2023

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

WHEREAS, on July 26, 2021, the Board awarded the bid of the Installation of Fire Sprinkler System for the Freeport Armory Building Re-bid to WHM Plumbing and Heating Contractors Inc., 6H Enterprise Drive, East Setauket, N.Y. 11733 in the amount of \$306,835.00; and

WHEREAS, during the course of construction, the Nassau County Fire Marshall's Office requested additional work to be done in order to bring the sprinkler system into compliance; and

WHEREAS, the additional requirements are as follows:

- Installation of hose cabinets in the stairwells and common areas for \$46,340.00
- Installation of a stand pipe system in the stairwells and misc. piping for \$99,810.31

WHEREAS, the Superintendent of Public works is requesting Board approval for the Contract be retroactively increased from \$306,835.00 to \$452,985.47; and

WHEREAS, funding for this project will come from an anticipated bond resolution to be approved by the Village Board of Trustees and the Village anticipates full reimbursement of the project costs through a grant from the Freeport Community Development Agency; 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 increase the contract retroactively for the Installation of Fire Sprinkler System for the Freeport Armory Building Re-bid with WHM Plumbing and Heating Contractors Inc., 6H Enterprise Drive, East Setauket, N.Y. 11733 from \$306,835.00 to \$452,985.47.

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
3/17/2023

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 July 28, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 26, 2021:

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

WHEREAS, the Department of Public Works for the Village of Freeport has solicited bids for the Installation of Fire Sprinkler System for the Freeport Armory Building Re-bid; and

WHEREAS, four (4) bids were received on July 20, 2021 for the referenced contract; and

WHEREAS, the bids ranged from a high bid of \$695,000.00 to a low bid of \$306,835.00; and

WHEREAS, the lowest responsible bidder was submitted by WHM Plumbing and Heating Contractors Inc., 6H Enterprise Drive, East Setauket, N.Y. 11733 in the amount of \$306,835.00; and

WHEREAS, the costs of this project will be charged to H619702 522500 – 2021 FREEPORT ARMORY IMPROVEMENTS; and

WHEREAS, funding for this project will come from an anticipated bond resolution to be approved by the Village Board of Trustees and the Village anticipates full reimbursement of the project costs through a grant from the Freeport Community Development Agency; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid of the Installation of Fire Sprinkler System for the Freeport Armory Building Re-bid to WHM Plumbing and Heating Contractors Inc., 6H Enterprise Drive, East Setauket, N.Y. 11733 in the amount of \$306,835.00.

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



6H Enterprise Drive
East Setauket, New York 11733
Phone: 631.473.3568
Fax: 631.473.3762

December 15th 2021

Freeport Armory

Attn : Robert Fisenne

Re : Change Order #1

Dear Robert

Based on NCFM review of plan, there are 4 hose cabinets for stairwell-2 at each end with 100 foot of hose, nozzle, hse valve, then there is 2 hose cabinets at end of s-5 rooms southwest end, core for drill hall, one for covering s-5 room's due to distance from stairwell. The 7th one is Northeast corner of drill hall opposite corner of southwest corner.

1-4x3 VIC mech tee	\$ 79.20
8-3 VIC ELL	\$ 172.72
7-3x 1 ½ mech tee	\$ 398.90
7-3 VIC Caps	\$ 83.30
2-3 VIC tee	\$ 68.00
2-4 VIC tee	\$ 84.00
2-4x3 VIC red	\$ 257.92
2-6x3 VIC mech tee	\$ 203.70
32-3 VIC coupling	\$ 700.00
6-4 VIC coupling	\$ 182.70
7-1 ½ x 12" blk nipple	\$ 117.61
7-1 ½ hose valve	\$1,632.51
7-Croker 3010 with 100' hose 1018A	\$4,484.84
11-3x10 V+V pipe	\$2,037.38
1-4X10 V+V	\$ 263.90
2-4 hanger assembly	\$ 43.00
1-3 Riser Clamps	\$ 13.00
14-3 Split Ring Assembly	\$ 283.50
3-3 hanger assembly	\$ 58.50
3/8 mounting hardware for cabinet	\$ 350.00
Vic Lube	\$ 18.00
Pipe Dope	\$ 23.00
	<u>\$11,555.68</u>
2 sprinkler fitters 11 days	\$25,960.00
1 Draftsman 5 hours	\$ 350.00
NCFM Cost Permit Refill	\$ 1,640.00



6H Enterprise Drive
East Setauket, New York 11733
Phone: 631.473.3568
Fax: 631.473.3762

Should this proposal meet with your approval, kindly sign below where indicated and return to our office so we may expedite this matter.

Sincerely,

William H. Mauff

Material	\$11,555.68
Labor	\$25,960.00
Labor	\$ 350.00
NCFM	\$ 1,640.00
	\$39,505.68
15%	\$ 5,925.85
	\$45,431.53
2% Close out Bond	\$ 908.63
	\$46,340.16

William H. Mauff
President

APPROVED BY _____

DATED 12/15/21

WHM Plumbing

From: Neil Pinnock <npinnock@croker.com>
Sent: Monday, December 13, 2021 3:44 PM
To: WHM Plumbing
Subject: RE: 3010 & 1018

Hello,

Please see the part numbers and pricing for the items listed below, along with the shipping cost for the full order shipment coming from two different warehouse locations (we would be making the cabinets and hoses at different locations):

3010-01 = Rack Unit 1.5x1.5 = \$258.24/unit

Includes:

- 3401FM100 = 1.5 100 SJ RACK HOSE BOWL 1-11/16
- 3440CB01 = (A70Y001) 1.5 CAST BRASS 1-11/16" BOWL-P/L CPLNG-NST
- 3460CB01 = 1.5 CB FOG NZL UL/FM APRVD W/OUT BUMPER-NST***G
- 5730 = 5730 1.5 STAMPED ESC
- 3352 = PIN RACK(1.5x1.5) UL LISTED FM APPROVD A-0051C - RED
- 5040CBG = 1.5 CAST BRASS ANGLE VALVE-DOFE
- 3365CB01 = 1.5 CAST BRASS RACK NIPPLE-NST

← hose
Nozzle
Rack

258.24
258.88

517.12

1018A = STL SFCMT FHC FLL PLX DR 27-3/16x37-15/16x6-1/2 = \$258.88/unit
CABINET

Shipping cost to address below: \$265 claimed (\$365 Adjusted Price)

(I did not add \$500 to the shipping cost because the full shipping price would not have come to that cost initially. If you would need a liftgate on either of the trucks delivering, there would be an additional \$75.00 cost for procuring the correct truck.)

Delivery Address:

WHM PLBG&HEATING CONTRACTORS INC
6 H ENTERPRISE DRIVE
EAST SETAUKET, NY 11733

There would be an expected 4 – 6 week lead time to shipment of these units.

Neil Pinnock
Customer Service

Fire-End & Croker
7 Westchester Plaza
Elmsford, NY 10523
1-800-759-FIRE (3473)
Office: 914-592-3640 (x305)
Fax: 914-592-3892
Email: npinnock@croker.com

517.12 x 7 =

3619.84
365.00
500.00

4484.84



FEL- BAYPORT DC, NY #3504
 900 SYLVAN AVE
 BAY PORT, NY 11705-1012

Phone: 631-823-4300
 Fax: 631-823-4312

Deliver To: From: Lori Kazic Comments:
--

10:36:53 DEC 14 2021

Page 1 of 2

FERGUSON ENTERPRISES #501
 Price Quotation
 Phone: 631-823-4300
 Fax: 631-823-4312

Bid No: B613023
 Bid Date: 12/14/21
 Quoted By: LMK

Cust Phone: 631-473-3568
 Terms: 2% 10TH NET 30TH

Customer: WHM PLUMBING & HTG CONTRS
 6 H ENTERPRISE DRIVE
 YOUR PLUMBING CO
 EAST SETAUKET, NY 11733

Ship To: WHM PLUMBING & HTG CONTRS
 6 H ENTERPRISE DRIVE
 YOUR PLUMBING CO
 EAST SETAUKET, NY 11733

Cust PO#: FREEPORT

Job Name: FREEPORT

Item	Description	Quantity	Net Price	UM	Total
VCD44920PE1	4X3 PTD GRV MECH TEE 920	1	79.200	EA	79.20
VF030001P00	3 PTD F/LOCK 90 ELL 001	8	21.590	EA	172.72
VCC4092NPE0	3X1-1/2 PTD FIP MECH TEE 920	7	56.985	EA	398.90
VF030006P00	3 F/LOCK CAP 006	7	11.900	EA	83.30
VF030002P00	3 PTD F/LOCK TEE 002	2	34.000	EA	68.00
VF030002P00	3 PTD F/LOCK TEE 002	2	34.000	EA	68.00
VLD44750PE0	4X3 PTD RED GRV COUP E 750	2	128.960	EA	257.92
VCE71920PE1	6X3 PTD GRV MECH TEE 920	2	101.850	EA	203.70
VL03009NPE0	3 PTD F/LOCK EZ RIGID COUP E 009N	32	21.875	EA	700.00
VL04009NPE0	4 PTD F/LOCK EZ RIGID COUP E 009N	6	30.450	EA	182.70
IBNJ12	1-1/2X12 BLK STL NIP	7	16.802	EA	117.61
F0702000	*NP 2-1/2 FNPT X FNPT ANG HOSE VLV	7	233.215	EA	1632.51
DBPRGRA53B105M	3X10.5 BLK RG A53B S40 ERW PIPE	11	185.216	EA	2037.38
DBPRGRA53B105P	4X10.5 BLK RG A53B S40 ERW PIPE	1	263.900	EA	263.90
SP-4HGRASY	4 HANGER ASSEMBLY	2	21.500	EA	43.00
FNW7022Z0300	3 PLTD RSR CLMP	1	13.000	EA	13.00
FNW7001ZM	3 Z/PLT SPLT RNG HGR 1/2 BT	14	20.250	EA	283.50
SP-3HGRASY	3 HANGER ASSEMBLY	3	19.500	EA	58.50
SP-CABINETHARWARE	3/8CABINET MOUNTING HARDWARE	1	350.000	EA	350.00
VP0000000Q-NR	QT VIC LUB	1	18.000	EA	18.00

Net Total: \$7031.84
 Tax: ~~\$606.51~~
 Freight: ~~\$0.00~~
 Total: \$7638.35



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
 Scan the QR code or use the link below to
 complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=3505&on=636238>

56
8
8



6H Enterprise Drive
East Setauket, New York 11733
Phone: 631.473.3568
Fax: 631.473.3762

May 10th 2022

Freeport Armory

Attn : Robert Fisenne

Re : Change Order #2

Dear Robert

Based on NCFM review of plan, the NCFM wants 6'' Stand Pipe System in the West Stair Well with FCV for each floor and separate 4'' feed off 6'' to feed hose valves CO#1 work, NCFM wants inground Fire Department Connection run from the building to the fence line by the existing fire hydrant on side street due to FDC is over 100' from hydrant to FDC. "this is all work that" FM requested-Demanded or no permit

Labor

1 Backhoe/Operator-dig from building to fence line, backfill set+dig pit
3 1/2 days \$7,228.00

1 Laborer Sawcut Floor in Building and Core Drill Foundation Walls
\$1,675.00

2 Fitters Install 6'' ductile iron pipe from inside the building to fence on west side of the building with a drain pit for ball drip, backfill, cut hole in fence for Siemese connection
4 Days \$9,440.00

2 Fitters Install 6'' Stand Pipe + FCV's Valves, run out 4'' off 6'' riser to C/O #1
11 Days \$25,960.00

1 Laborer hand excavate in building for 6'' riser, recent floor short load of concrete
\$1,900

Total	\$46,203.00
1 Draftman 7 hrs redraft	\$ 490.00
NCFM Refile for Changes	\$ 215.00
	\$46,908.00
Lift Rental 8 Days	\$ 840.00



6H Enterprise Drive
 East Setauket, New York 11733
 Phone: 631.473.3568
 Fax: 631.473.3762

Material

1-4x5 Precast pit/cover With Boots for pipe gravel	\$3,468.00
1-6"X8 gasl peXtro	\$1,110.00
2- 6MJ 45	\$ 294.16
3-6MJ ELL	\$ 544.62
1-6"x9 PEx flg D1	\$ 805.98
10- 6 Ret Glaser	\$1,129.00
2-3/4 Rod/Bolt/Nut Assembly	\$ 85.00
100ft 6 D1 pipe	\$8,160.00
5-Trust Blocks	\$1,425.00
1-6X1 Mec Tee	\$ 77.07
1-1x3/4 gal bush	\$ 5.61
2-4x2 1/2 Vic Tee	\$ 110.30
2 4X 2 1/2 Vic Clamp	\$ 289.36
1-6X4 Vic Mec Tee	\$ 136.51
6- 4 VIC Ell	\$ 189.62
1-4 VIC tee	\$ 51.26
13-4" Angle Wall Supports	\$1,920.80
16- 4"X4" Kindorf Support	\$ 263.20
90-3/8 Hardware/nuts/washer	\$ 390.43
46- 1 g 3X10 V+V pipe	\$13,873.60
61 4 VIC couplig	\$ 1,857.45
3 Duck Soap	\$ 63.00
	<u>\$37,341.77</u>
Labor	\$46,908.00
Material	\$37,341.77
Lift Rental	\$ 840.00
	<u>\$85,089.77</u>
15%	\$12,763.47
	<u>\$97,893.24</u>
2% Bond Close out	\$ 1,957.07
	<u>\$99,810.31</u>



6H Enterprise Drive
East Setauket, New York 11733
Phone: 631.473.3568
Fax: 631.473.3762

Should this proposal meet with your approval, kindly sign below where indicated and return to our office so we may expedite this matter.

Sincerely,

William H. Mauff

William H. Mauff
President

APPROVED BY _____ DATED _____

INDUSTRIAL THREADED PRODUCTS CORP

PHONE (631) 665-9300
FAX (631) 491-0897
www.ltpny.net

777 MOUNT AVE
WYANDANCH, NY 11798

STEEL FABRICATION - PIPE SUPPORTS - SEISMIC BRACING

DESIGNER - ENGINEERS - FABRICATORS

Quotation

Date: May 9, 2022

Attention: Billy

From: Lisa

Company: WHM

Memo: Quote - Brackets

Quote valid for 15 days

Qty	Item	Unit Price	Total
14 pcs	2" X 2" X 1/4" ANGLE BRAKET 28" X 16" (PERDETAIL) RED	\$137.20 /each	\$1,920.80
pcs		/each	

No applicable taxes have been added - 2% Fee for Credit Card transaction

Any Made-To-Order Fab. & Special ordered materials are Non-returnable/non-refundable

Grand Total	\$1,920.80
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Tracie O'Donnell

From: lori.kazic@ferguson.com
Sent: Monday, May 9, 2022 11:05 AM
To: Tracie O'Donnell
Subject: FW: Email Bid# B023796

For Billy 😊
Thank you !

Lori Kazic
Sales Team Manager
Northeast District 25
900 Sylvan Avenue
Bayport, NY 11705
631-823-4030

From: Lori Kazic - 2393 NORTHEAST <lori.kazic@ferguson.com>
Sent: Monday, May 9, 2022 10:54 AM
To: Lori Kazic <lori.kazic@ferguson.com>
Subject: Email Bid# B023796

Price Quotation # B023796

FEL- BAYPORT DC, NY #3504

900 SYLVAN AVE
BAY PORT, NY 11705-1012

Phone : 631-823-4300
Fax : 631-823-4312

Bid No.....: B023796	Cust Phone: 631-473-3568
Bid Date...: 05/09/22	Terms.....: 2% 10TH NET 30TH
Quoted By: LMK	Ship To.....: WHM PLUMBING & HTG CONTRS INC
Customer.: WHM PLUMBING & HTG CONTRS INC	6 H ENTERPRISE DRIVE
6 H ENTERPRISE DRIVE	YOUR PLUMBING CO
YOUR PLUMBING CO	EAST SETAUKET, NY 11733
EAST SETAUKET, NY 11733	

Cust PO#..: FREEPORT

Job Name.:

Item	Description	Quantity	Net Price	UM	Total
VL04009NPE0	4 PTD F/LOCK EZ RIGID COUP E 009N	1	30.450	EA	30.45
DBPRGRA53B105P	4X10.5 BLK RG A53B S40 ERW PIPE	1	301.600	EA	301.60
VF040002P00	4 PTD F/LOCK TEE 002	1	51.255	EA	51.26
VF040001P00	4 PTD F/LOCK 90 ELL 001	1	30.770	EA	30.77
VCE79920PE1	6X4 PTD GRV MECH TEE 920	1	136.510	EA	136.51

VLD35750PE0	4X2-1/2 PTD RED GRV COUP E 750	1	144.680	EA	144.68
GBGF	1X3/4 GALV MI HEX BUSH	1	5.612	EA	5.61
R101076042	6X1 IP SGL SDL 6.63-7.60	1	77.070	EA	77.07
AFT53PDU	6 CL53 DCL DI FASTITE PIPE	20	81.600	FT	1632.00
SSGDPPK06N	6 DI SGRIP SER 3000 W/ ACC	1	112.900	EA	112.90
MJ9LAU	6 MJ C153 90 BEND L/A	1	181.540	EA	181.54
MJ4LAU	6 MJ C153 45 BEND L/A	1	147.080	EA	147.08
	SUBTOTAL				2851.47
PT-FAB	6X90" CL53 DIP FLG X PE	1	805.680	EA	805.68

Subtotal: \$3657.15
Inbound Freight: \$0.00
Tax: \$315.43
Order Total: \$3972.58

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection. COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Enter the following link to complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=3505&on=636238>

VILLAGE OF FREEPORT INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: February 15, 2023

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Armond Cement Construction, Co. Inc. Total \$14,614.94

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 97-2022

Owner: **W. Marshall & C. Byer**
80 N Brookside Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 54-462-31

Location: **80 N. Brookside Avenue**

Contractor: Armond Cement Construction Co., Inc.

Charges: \$966.50

Sidewalk Survey: #MSW 262-2021

Owner: Sharon & Horacio Payne
170 Connecticut Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 55-387-54

Location: 170 Connecticut Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$711.05

Sidewalk Survey: #MSW 257-2021

Owner: Craig Ave Holdings Inc
107 Craig Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 55-389-169

Location: 107 Craig Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$1,642.60

Sidewalk Survey: #MSW 450-2021

Owner: Philip Means
178 Craig Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 55-023-137

Location: 178 Craig Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$551.20

Sidewalk Survey: #MSW 89-2022

Owner: Jimmy Aplicano
72 Forest Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 55-343-130

Location: 72 Forest Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$678.40

Sidewalk Survey: #MSW 447-2020

Owner: Joseph D. & Charles
31 Oakfield Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 54-490-11

Location: 31 Oakfield Ave

Contractor: Armond Cement Construction Co, Inc.

Charges: \$852.00

Sidewalk Survey: #MSW 215-2021

Owner: Charlene Strouhn
122 Pennsylvania Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 54-061-177

Location: 122 Pennsylvania Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$977.40

Sidewalk Survey: #MSW 268-2021

Owner: Joseph and Cadence Fenton
451 Pennsylvania Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 36-K-44

Location: 451 Pennsylvania Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$1,513.60

Sidewalk Survey: #MSW 139-2022

Owner: Santharuben Tubbs
294 Smith Street
Freeport, NY 11520
Sec, Blk, Lot(s): 62-126-7

Location: 294 Smith Street

Contractor: Armond Cement Construction Co, Inc.

Charge: \$3,319.84

Sidewalk Survey: #MSW 204-2021

Owner: Belinda Lyons
89 Wilson Place
Freeport, NY 11520
Sec, Blk, Lot(s): 54-493-110

Location: 89 Wilson Place

Contractor: Armond Cement Construction Co, Inc.

Charge: \$657.20

Sidewalk Survey: #MSW 202-2021

Owner: Joseph Franki
100 Wilson Place
Freeport, NY 11520
Sec, Blk, Lot(s): 54-059-1

Location: 100 Wilson Place

Contractor: Armond Cement Construction Co, Inc.

Charge: \$954.60

Sidewalk Survey: #MSW 201-2021

Owner: Terence McLaughlin
195 Wilson Place
Freeport, NY 11520
Sec, Blk, Lot(s): 54-493-59

Location: 195r Wilson Place

Contractor: Armond Cement Construction Co, Inc.

Charge: \$1,112.15

Sidewalk Survey: #MSW 184-2021

Owner: Charles Shamica
87 Woodside Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 55-343-136

Location: 87 Woodside Avenue

Contractor: Armond Cement Construction Co, Inc.

Charge: \$678.40

Pamela Walsh Boening

Pamela Walsh Boening, Village Clerk

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

TO: Robert T. Kennedy, Mayor

FROM: Anthony N. Dalessio, CPA, Village Comptroller 

DATE: February 15, 2023

RE: Budget Transfer/Amendment Request – Final – 2021-2022 Adopted Budget

Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the transfers to the fiscal year 2021-2022 adopted budget:

FROM:

A4000 440500 - Federal Aid – Public Safety	\$24,080.69
A4000 440700 - Federal CDBG-CDA Senior Grant	\$6,000.00
A4000 440895 - Federal Aid CDBG-DR NY Rising	\$17,075.00
A4000 440900 - Federal ARPA CLFRF	\$2,201,372.30
A5710 457301 - Proceeds of Obligations – BANS Redeem Fr Appr	\$1,115,767.59
TOTAL TRANSFER	\$3,364,295.58

TO:

A111001 510500 – Courts – Vac Sick Buyback Current Emp	\$3,964.44
A111002 520103 – Courts – Unexpected Exp – Equipment	\$3,539.00
A111004 545750 – Courts – Non Emp Salaries – FBS	\$44,132.93
A121001 510500 – Mayors – Vac Sick Buyback Current Emp	\$2,829.75
A131501 510500 – Comptrollers – Vac Sick Buybk Cur Emp	\$279.85
A131504 545700 – Comptrollers – Non Emp Salaries	\$4,228.88
A132001 510100 – Auditors – Regular Salaries	\$127.94
A132001 510500 – Auditors – Vac Sick Buyback Current Emp	\$1,978.13
A132004 540200 – Auditors – Printing Stationery Supplies	\$96.62
A132501 510100 – Treasurer – Regular Salaries	\$92,619.35
A132501 511000 – Treasurer – Overtime Salaries	\$350.70
A132504 540100 – Treasurer – Other Expense	\$348.39
A132504 545400 – Treasurer Bond Issue Exp	\$12,388.74

A134501 510300 – Purchasing – Part-Time Salaries	\$4,390.00
A134504 540200 – Purchasing – Printing Stationery Supplies	\$19.98
A135501 510100 – Assessor – Regular Salaries	\$1,734.38
A135501 510300 – Assessor – Part-Time Salaries	\$4,692.00
A135501 510500 – Assessor – Vac Sick Buyback Current Emp	\$338.32
A135501 511000 – Assessor – Overtime Salaries	\$920.24
A141001 510100 – Village Clerk – Regular Salaries	\$768.48
A141001 510500 – Village Clerk – Vac Sick Buyback Current Emp	\$2,579.11
A141002 520103 – Village Clerk – Unexpected Exp – Equipment	\$7,366.95
A142001 510100 – Attorney – Regular Salaries	\$5,776.24
A142001 510500 – Attorney – Vac Sick Buyback Current Emp	\$214.86
A142004 540200 – Attorney – Printing Stationery Supplies	\$419.58
A143001 510300 – Human Resources – Part-Time Salaries	\$51,411.43
A143001 510310 – Human Resources – Part-Time Summer and Seasonal	\$1,148.00
A143001 510500 – Human Resources – Vac Sick Buyback Current Emp	\$501.96
A143004 540600 – Human Resources – Telecommunications	\$166.44
A143004 542800 – Human Resources – SVS Contracts Repairs	\$945.15
A143004 545700 – Human Resources – Non Employee Salaries	\$63,027.59
A143004 547000 – Human Resources – Public Medical	\$1,626.27
A149001 510500 – DPW Administration – Vac Sick Buyback Cur Emp	\$2,363.69
A149001 511000 – DPW Administration – Overtime Salaries	\$17,302.53
A149004 540500 – DPW Administration – Fuel Oil and Gas	\$18,190.76
A149004 540800 – DPW Administration – Materials and Supplies	\$900.55
A149004 541800 – DPW Administration – Electricity	\$38,889.48
A149004 541900 – DPW Administration – Janitors Supplies	\$197.66
A149004 545700 – DPW Administration – Non Employee Salaries	\$3,892.94
A149004 546003 – DPW Administration – Unexpected Exp – Bulkheads	\$86,050.00
A149004 546200 – DPW Administration – Water	\$4,311.62
A149004 547303 – DPW Administration – Unexp Exp – Tree Plant/Remv	\$1,200.00
A162001 510100 – Village Hall Maintenance – Regular Salaries	\$1,894.78
A162001 511000 – Village Hall Maintenance – Overtime Salaries	\$1,457.12
A162004 540300 – Village Hall Maintenance – Maint of Bldg & Grounds	\$85.99
A164001 510500 – Garage – Vac Sick Buyback Current Emp	\$1,963.59
A164001 540400 – Garage – Maint of Vehicles	\$30,677.24
A164001 540800 – Garage – Materials and Supplies	\$65.10
A164004 541000 – Garage – Tires and Repairs	\$4,071.63
A164004 542700 – Garage – Gas and Oil	\$128,917.77
A168001 510100 – Computer Center – Regular Salaries	\$27,576.94
A168002 520100 – Computer Center – Equipment	\$1,346.39
A191004 540700 – Unallocated Insurance Contractual	\$3,047.48
A193104 545500 – Liab Exp (Risk RTN) – Liability & Claims	\$383,761.28
A193104 545510 – Liab Exp (Risk RTN) – Unanticip Settlement Claim	\$300,000
A312001 510300 – Police – Part-Time Salaries	\$16,414.28

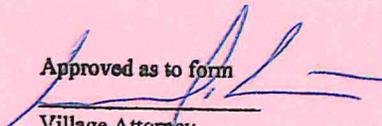
A312001 511000 – Police – Overtime Salaries	\$671,071.82
A312002 520103 – Police – Unexpected Exp – Equipment	\$1,220.00
A312004 543300 – Police – Firearms	\$289.29
A312004 545700 – Police – Non Employee Salaries	\$11,384.44
A331001 510500 – Sign Shop – Regular Salaries	\$160.35
A332001 510100 – Parking Meter – Regular Salaries	\$13,867.57
A332004 540800 – Parking Meter – Materials and Supplies	\$1,898.54
A341004 510100 – Fire Dept – Regular Salaries	\$1,203.89
A341004 510300 – Fire Dept – Part-Time Salaries	\$3,900.00
A341004 510500 – Fire Dept – Vac Sick Buyback Current Exp	\$577.99
A341101 540500 – Fire Dept – Fuel Oil and Gas	\$3,820.06
A341101 541800 – Fire Dept – Electricity	\$7,708.68
A341101 545700 – Fire Dept – Non Employee Salaries	\$2,368.42
A348904 541800 – EMS – Electricity	\$21.13
A362001 510300 – Bldg Dept – Part-Time Salaries	\$37,874.52
A362001 511150 – Bldg Dept – NY Rising Overtime	\$22,755.49
A362004 542800 – Bldg Dept – SVS Contracts Repairs	\$3,579.95
A364004 540300 – Disaster Expense – Maint of Bldg and Grounds	\$8,828.96
A364004 540800 – Disaster Expense – Materials and Supplies	\$20,731.80
A364004 545700 – Disaster Expense – Non Employee Salaries	\$12,272.50
A514204 540800 – Snow Removal – Materials and Supplies	\$75.58
A518204 540800 – Street Lighting – Materials and Supplies	\$4,219.93
A518204 541800 – Street Lighting – Electricity	\$207,288.73
A541004 541600 – Sidewalk Repairs	\$5,459.00
A641001 510300 – Publicity – Part-Time Salaries	\$47,978.13
A641001 511000 – Publicity – Overtime Salaries	\$300.00
A698904 540300 – Freeport Armory – Maint of Bldg and Grounds	\$7,109.52
A711001 510500 – Parks Maintenance – Vac Sick Buyback Current Emp	\$2,663.18
A711002 540800 – Parks Maintenance – Materials and Supplies	\$4,976.88
A711002 542800 – Parks Maintenance – SVS Contracts Repairs	\$358.79
A714001 510100 – Recreation Center – Regular Salaries	\$7,736.14
A714004 540500 – Recreation Center – Fuel Oil and Gas	\$39,041.41
A714004 541800 – Recreation Center – Electricity	\$109,513.76
A714004 546200 – Recreation Center – Water	\$7,992.64
A802001 510100 – Planning Board – Regular Salaries	\$53.77
A812001 510500 – Sewer – Vac Sick Buyback Current Emp	\$2,441.46
A812004 540800 – Sewer – Materials and Supplies	\$425.70
A812004 541800 – Sewer – Electricity	\$3,601.66
A812004 542800 – Sewer – SVS Contracts Repairs	\$682.65
A812004 547100 – Sewer – Meals	\$160.00
A816001 510100 – Refuse – Regular Salaries	\$50,549.96
A816001 510300 – Refuse – Part-Time Salaries	\$64,953.91
A816001 510500 – Refuse – Vac Sick Buyback Current Emp	\$1,854.90

A816001 511000 – Refuse – Overtime Salaries	\$8,435.45
A816004 546400 – Refuse – Garbage Disposal	\$131,474.19
A816004 547700 – Refuse – Garbage Collection	\$40,901.38
A816004 547800 – Refuse – Street Sweepings	\$42,043.24
A901008 580100 – Retirement – Employees	\$61,684.82
A901008 581100 – Retirement – Police	\$247,848.83
A904108 580300 – Workers Compensation	\$47,424.05
TOTAL TRANSFER	\$3,364,295.58

The above transfers, totaling \$3,364,295.58, are needed for “housekeeping” purposes, to eliminate certain positive and negative budgetary variances by budget accounts for the 2021-2022 adopted budget.

Board approval is requested. Approved as to form by Village Attorney.

Thank you.

Approved as to form

 Village Attorney
 2/23/2023

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

WHEREAS, pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the transfers to the fiscal year 2021-2022 adopted budget:

FROM:

A4000 440500 - Federal Aid – Public Safety	\$24,080.69
A4000 440700 - Federal CDBG-CDA Senior Grant	\$6,000.00
A4000 440895 - Federal Aid CDBG-DR NY Rising	\$17,075.00
A4000 440900 - Federal ARPA CLFRF	\$2,201,372.30
A5710 457301- Proceeds of Obligations – BANS Redeem Fr Appr	\$1,115,767.59

TOTAL TRANSFER **\$3,364,295.58**

TO:

A111001 510500 – Courts – Vac Sick Buyback Current Emp	\$3,964.44
A111002 520103 – Courts – Unexpected Exp – Equipment	\$3,539.00
A111004 545750 – Courts – Non Emp Salaries – FBS	\$44,132.93
A121001 510500 – Mayors – Vac Sick Buyback Current Emp	\$2,829.75
A131501 510500 – Comptrollers – Vac Sick Buybk Cur Emp	\$279.85
A131504 545700 – Comptrollers – Non Emp Salaries	\$4,228.88
A132001 510100 – Auditors – Regular Salaries	\$127.94
A132001 510500 – Auditors – Vac Sick Buyback Current Emp	\$1,978.13
A132004 540200 – Auditors – Printing Stationery Supplies	\$96.62
A132501 510100 – Treasurer – Regular Salaries	\$92,619.35
A132501 511000 – Treasurer – Overtime Salaries	\$350.70
A132504 540100 – Treasurer – Other Expense	\$348.39
A132504 545400 – Treasurer Bond Issue Exp	\$12,388.74
A134501 510300 – Purchasing – Part-Time Salaries	\$4,390.00
A134504 540200 – Purchasing – Printing Stationery Supplies	\$19.98
A135501 510100 – Assessor – Regular Salaries	\$1,734.38
A135501 510300 – Assessor – Part-Time Salaries	\$4,692.00
A135501 510500 – Assessor – Vac Sick Buyback Current Emp	\$338.32
A135501 511000 – Assessor – Overtime Salaries	\$920.24
A141001 510100 – Village Clerk – Regular Salaries	\$768.48
A141001 510500 – Village Clerk – Vac Sick Buyback Current Emp	\$2,579.11
A141002 520103 – Village Clerk – Unexpected Exp – Equipment	\$7,366.95
A142001 510100 – Attorney – Regular Salaries	\$5,776.24
A142001 510500 – Attorney – Vac Sick Buyback Current Emp	\$214.86
A142004 540200 – Attorney – Printing Stationery Supplies	\$419.58
A143001 510300 – Human Resources – Part-Time Salaries	\$51,411.43

A143001 510310 – Human Resources – Part-Time Summer and Seasonal	\$1,148.00
A143001 510500 – Human Resources – Vac Sick Buyback Current Emp	\$501.96
A143004 540600 – Human Resources – Telecommunications	\$166.44
A143004 542800 – Human Resources – SVS Contracts Repairs	\$945.15
A143004 545700 – Human Resources – Non Employee Salaries	\$63,027.59
A143004 547000 – Human Resources – Public Medical	\$1,626.27
A149001 510500 – DPW Administration – Vac Sick Buyback Cur Emp	\$2,363.69
A149001 511000 – DPW Administration – Overtime Salaries	\$17,302.53
A149004 540500 – DPW Administration – Fuel Oil and Gas	\$18,190.76
A149004 540800 – DPW Administration – Materials and Supplies	\$900.55
A149004 541800 – DPW Administration – Electricity	\$38,889.48
A149004 541900 – DPW Administration – Janitors Supplies	\$197.66
A149004 545700 – DPW Administration – Non Employee Salaries	\$3,892.94
A149004 546003 – DPW Administration – Unexpected Exp – Bulkheads	\$86,050.00
A149004 546200 – DPW Administration – Water	\$4,311.62
A149004 547303 – DPW Administration – Unexp Exp – Tree Plant/Remv	\$1,200.00
A162001 510100 – Village Hall Maintenance – Regular Salaries	\$1,894.78
A162001 511000 – Village Hall Maintenance – Overtime Salaries	\$1,457.12
A162004 540300 – Village Hall Maintenance – Maint of Bldg & Grounds	\$85.99
A164001 510500 – Garage – Vac Sick Buyback Current Emp	\$1,963.59
A164001 540400 – Garage – Maint of Vehicles	\$30,677.24
A164001 540800 – Garage – Materials and Supplies	\$65.10
A164004 541000 – Garage – Tires and Repairs	\$4,071.63
A164004 542700 – Garage – Gas and Oil	\$128,917.77
A168001 510100 – Computer Center – Regular Salaries	\$27,576.94
A168002 520100 – Computer Center – Equipment	\$1,346.39
A191004 540700 – Unallocated Insurance Contractual	\$3,047.48
A193104 545500 – Liab Exp (Risk RTN) – Liability & Claims	\$383,761.28
A193104 545510 – Liab Exp (Risk RTN) – Unanticip Settlement Claim	\$300,000
A312001 510300 – Police – Part-Time Salaries	\$16,414.28
A312001 511000 – Police – Overtime Salaries	\$671,071.82
A312002 520103 – Police – Unexpected Exp – Equipment	\$1,220.00
A312004 543300 – Police – Firearms	\$289.29
A312004 545700 – Police – Non Employee Salaries	\$11,384.44
A331001 510500 – Sign Shop – Regular Salaries	\$160.35
A332001 510100 – Parking Meter – Regular Salaries	\$13,867.57
A332004 540800 – Parking Meter – Materials and Supplies	\$1,898.54
A341004 510100 – Fire Dept – Regular Salaries	\$1,203.89
A341004 510300 – Fire Dept – Part-Time Salaries	\$3,900.00
A341004 510500 – Fire Dept – Vac Sick Buyback Current Exp	\$577.99
A341101 540500 – Fire Dept – Fuel Oil and Gas	\$3,820.06
A341101 541800 – Fire Dept – Electricity	\$7,708.68
A341101 545700 – Fire Dept – Non Employee Salaries	\$2,368.42
A348904 541800 – EMS – Electricity	\$21.13
A362001 510300 – Bldg Dept – Part-Time Salaries	\$37,874.52

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
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VOTING

**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: March 3, 2023

**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR COUPLINGS
(CONTRACT #1)**

Seventeen bids were distributed and three bids were received on January 10, 2023 for the referenced purchase contract which provides for the purchase of various size gate valves and valve boxes for the Water Department.

Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, N.Y. 10460 was the low bidder for Contract #1 for a total bid of **\$106,727.00**. We have checked their references and all appears to be in order. Attached is a copy of the bid tabulation for your use.

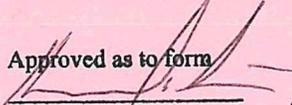
Purchases from this contract will be utilized by several subdivisions of the Water Department and therefore any purchase under this contract will be paid for under the appropriate account in the Water Department. The Superintendent of Public Works or the Superintendent of Water will determine the appropriate 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 (CONTRACT #1)** be awarded to the lowest responsible bidder:

**Core & Main LP
1536 Southern Blvd
Suite 10
Bronx, N.Y. 10460**

in the amount of **\$106,727.00** 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
3/7/2023

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

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; and

WHEREAS, seventeen (17) bids were distributed and three (3) bids were received on January 10, 2023 for the referenced purchase contract which provides for the purchase of various size gate valves and valve boxes for the Water Department; and

WHEREAS, for Contract #1, gate valves, and valve boxes, the bids ranged from a high bid of \$ 114,802.35 to a low bid of \$ 106,727.00; and

WHEREAS, the lowest responsible bidder for Contract #1 was submitted by Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, for a total bid amount of \$106,727.00; and

WHEREAS, the contract will be for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contract #1) to Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, for a total amount of \$106,727.00, for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
3/2/2023

INCORPORATED VILLAGE OF FREEPORT
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	4" 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				TOTAL	\$ 206,218.74		\$ 338,583.26		\$ 108,123.00

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works December 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:

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

**INCORPORATED VILLAGE OF FREEPORT
WATER AND SEWER DEPARTMENT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: March 3, 2023

**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR COUPLINGS
(CONTRACT #2)**

Seventeen bids were distributed and one bid was received on January 10, 2023 for Contract #2 which provides for the purchase of fire hydrants for the Water Department.

T. Mina Supply, Inc, 17 Expressway Drive North, Medford, NY 11763, was the sole bidder for Contract #2, for a total bid of **\$128,601.00**. We have checked their references and all appears to be in order. Attached is a copy of the bid tabulation for your use.

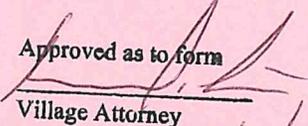
Funding for this purchase will come out of the Water Department operating budget (WE97004 547710).

Accordingly, it is recommended that the purchase contract, **FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR COUPLINGS (#2)** be awarded to the sole responsible bidder:

**T. Mina Supply, Inc.
17 Expressway Drive North
Medford, NY 11763**

in the amount of **\$128,601.00** 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
3/7/2023

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

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; and

WHEREAS, seventeen (17) bids were distributed and one (1) bid was received on January 10, 2023 for Contract #2 which provides for the purchase of fire hydrants for the Water Department; and

WHEREAS, the sole responsible bidder for Contract #2 was submitted by T. Mina Supply, Inc., 17 Expressway Drive North, Medford, NY 11763, for a total bid amount of \$128,601.00; and

WHEREAS, the contract will be for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this purchase will come out of the Water Department operating budget (WE97004 547710); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contract #2) to T. Mina Supply, Inc., 17 Expressway Drive North, Medford, NY 11763, for a total amount of \$128,601.00, for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

3/7/2023

INCORPORATED VILLAGE OF FREEPORT
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	4" Mechanical Joint Eddy NO. 2000 VOF standard Fire Hydrant 4 1/4" VALVE-5'-6 depth of bury	EA	5		\$ -	\$ 3,635.00	\$ 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

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:

<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	

**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: March 3, 2023

Re: 2023 FURNISHING OF LIQUID CAUSTIC SODA

Nine (9) bids were distributed and five (5) bids were received for the January 10, 2023 bid opening for the referenced purchase contract. This contract provides unit cost for the purchase of liquid caustic soda. The Water Department uses liquid caustic soda to treat the water prior to being pumped into the distribution system. Water Plant Operators introduce caustic soda into the water system to raise the P.H. levels from an acidic state of 5.4 to a neutral or alkaline state of 7.5 to 7.9. This is done to comply with a Nassau County Department of Health requirement for corrosion control purposes.

Bids range from a high bid of \$499,734.10 to a low bid of \$306,757.50. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your review. Funding for this purchase will come out of the Water Department operating budget (WE96004 541110).

The contract will be for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA. 19067 was the low bidder in the amount of \$306,757.50. We have checked the low bidder's references and all appear to be in order.

Accordingly, it is recommended that the contract,

2023 FURNISHING OF LIQUID CAUSTIC SODA

be awarded to the lowest responsible bidder,

Univar USA Inc.
200 Dean Sievers Place
Morrisville, PA. 19067

Approved as to form

Village Attorney

3/7/2023

in the amount of \$306,757.50 for this contract.



Robert R. Fisenne, P.E.
Superintendent of Public Works

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

WHEREAS, on December 19, 2022, the Board authorized the Village Clerk to advertise a Notice to Bidders for the 2023 Furnishing of Liquid Caustic Soda; and

WHEREAS, nine (9) bids were distributed and five (5) bids were received for the January 10, 2023 bid opening for the referenced purchase contract; and

WHEREAS, the bids range from a high bid of \$499,734.10 to a low bid of \$306,757.50, and the Village has reviewed and checked all bids in good order; and

WHEREAS, the lowest responsible bidder was submitted by Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50; and

WHEREAS, the contract will be for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this purchase will come out of the Water Department Operating Budget (WE96004 541110); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2023 Furnishing of Liquid Caustic Soda to Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

3/7/2023

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT DEPARTMENT OF PUBLIC WORKS
2023 FURNISHING OF LIQUID CAUSTIC SODA

BID

DATE: JANUARY 10, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIVAR USA INC.		CHEMLUTION, INC.		JCI JONES CHEMICALS, INC.	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	25% LIQUID CAUSTIC SODA	GAL	35,000 (MORE OR LESS)	\$ 1.888	\$ 66,080.00	\$ 2.620	\$ 91,700.00	\$ 2.65	\$ 92,750.00
	50% LIQUID CAUSTIC SODA (SINGLEDROP WITH A 2000 GAL MINIMUM DELIVER	GAL	55,000 (MORE OR LESS)	\$ 4.0450	\$ 222,475.00	\$ 4.0300	\$ 221,650.00	\$ 4.65	\$ 255,750.00
	50% LIQUID CAUSTIC SODA (TWO DROPS WITH A 2500 GAL MINIMUM DELIVER	GAL	4,500 (MORE OR LESS)	\$ 4.0450	\$ 18,202.50	\$ 4.0300	\$ 18,135.00	\$ 4.80	\$ 21,600.00
TOTALS					\$ 306,757.50		\$ 331,485.00		\$ 370,100.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT DEPARTMENT OF PUBLIC WORKS
2023 FURNISHING OF LIQUID CAUSTIC SODA

BID

DATE: JANUARY 10, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	PVS MINIBULK, INC		KUEHNE CHEMICAL CO., INC	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	25% LIQUID CAUSTIC SODA	GAL	35,000 (MORE OR LESS)	\$ 2.46	\$ 86,100.00	\$ 3.33	\$ 116,665.50
	50% LIQUID CAUSTIC SODA (SINGLEDROP WITH A 2000 GAL MINIMUM DELIVER	GAL	55,000 (MORE OR LESS)	\$ 4.85	\$ 266,750.00	\$ 6.39	\$ 351,439.00
	50% LIQUID CAUSTIC SODA (TWO DROPS WITH A 2500 GAL MINIMUM DELIVER	GAL	4,500 (MORE OR LESS)	\$ 4.93	\$ 22,185.00	\$ 7.03	\$ 31,629.60
TOTALS					\$ 375,035.00		\$ 499,734.10

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

WHEREAS, the Freeport Water Department uses various products to treat the water prior to being pumped into the distribution system – one such product being the liquid caustic soda; and

WHEREAS, liquid caustic soda is used by water plant operators to raise P.H. levels from an acidic state of 5.4 to a neutral or alkaline state of 7.5 to 7.9 in order to comply with the Nassau County Department of Health requirement for corrosion control purposes; and

WHEREAS, the current contract will be expiring on February 28, 2023 and therefore it is necessary to bid this purchase contract for the upcoming year; and

WHEREAS, procurement of said liquid caustic soda 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 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 purchase contract is \$210,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541110); 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 advertise a Notice to Bidders for the “2023 Furnishing of Liquid Caustic Soda” in the Freeport Herald, and other related publications on December 22, 2022 with bid documents available from December 27, 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

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

AGENDA

BOARD OF TRUSTEES' MEETING

March 13, 2023

NO PUBLIC COMMENT