

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      September 26, 2023**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from September 12, 2023.
- b) Request approval of the September 6, 2023 Board of Trustees' Dangerous/Nuisance Building special meeting minutes.
- c) Request approval to hang one street banner on S. Main Street between Raynor Street and Archer Street from October 5, 2023 through October 29, 2023, promoting "Freeport Fall Festival & Fire Prevention Expo" and that the Freeport Electric Department assist in hanging and removing the banner.

**2. ASSESSOR – Vilma I. Lancaster**

- a) Request the Board of Trustees, acting as the Board of Review, to schedule a Special Meeting for Tuesday November 21, 2023 from 4:00 P.M. to 8:00 P.M. to hear objections in relation to assessments.
- b) Pursuant to Section 1406 of the Real Property Tax Law of the State of New York, authorization is requested for the Assessor to file and open for inspection, during normal business hours of 8:30 A.M. to 4:30 P.M., the 2024/2025 Tentative Assessment Roll, in the Village Clerk's Office and the Assessor's Office from November 1, 2023 through November 15, 2023; and further request that the Village Clerk publish the required legal notice in the Freeport Herald on November 2, 2023 and November 9, 2023.
- c) Pursuant to Article 5, Section 501 of the Real Property Tax Law of the State of New York, authorization is requested to notice the availability of the assessment inventory and valuation data that is maintained by the Assessor's Office for review, during normal business hours of 8:30 A.M. to 4:30 P.M., by appointment, in the Assessor's Office from November 1, 2023 to November 21, 2023; and request that the Village Clerk publish the required legal notice in the Freeport Herald on November 2, 2023 and November 9, 2023.
- d) Request approval to remove exemptions from the 2020/2021, 2021/2022, 2022/2023 and 2023/2024 Final Assessment Rolls for the following properties due to a transfer of title from a member of an exempt class to a non-exempt class and for the Village Treasurer to process the required tax adjustments and issue corrected 2023/2024 tax bills:

62 / 114 / 21 - Unit 3J	222 Smith St, Unit 3J
54 / 300 / 165	517 Archer St
62 / 081 / 206	152 East Ave
- e) Request approval of the negotiated settlement for 2019/2020 through 2023/2024 for Section 54, Blk. 315, Lots 446, Units 1 to 24 a/k/a 531 Ray Street and for the Village

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

Treasurer to issue a refund in the amount of \$35,732.59 to Certilman, Balin, Adler & Hyman, LLP.

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

- a) Request to advertise a notice to bidders for bid #23-10-ELEC-673 “Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers” in the Freeport Herald, with a return date of October 31, 2023.
- b) Request to advertise a notice to bidders for bid #23-10-ELEC-674 “Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers” in the Freeport Herald, on September 28, 2023, with a return date of October 31, 2023.
- c) Request to advertise a notice to bidders for bid #23-10-ELEC-675 “Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable” in the Freeport Herald, on September 28, 2023 with a return date of October 31, 2023.
- d) Request retroactive approval of the maintenance and support services for the Supervisory Control and Data Acquisition (SCADA) system provided by Activu, 301 Round Hill Drive, 301 Round Hill Drive, Rockaway, New Jersey 07866 from June 24, 2023 through February 28, 2025 in the amount of \$18,967.51.

**4. GRANTS ADMINISTRATOR – Kathleen Murray**

- a) Request approval of the resolution to submit a letter of intent for the Village of Freeport to become a Pro-Housing Community.

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

- a) Request to correct the budget line with Parsons Commercial LLC, 665 Commercial Avenue, Garden City, New York 11530, for the Installation of the Gym Flooring at the Freeport Armory, through the New York State (contract PC69412), for a total cost of \$254,876.16.
- b) Request approval to enter into an agreement for engineering services for drainage improvements at S. Long Beach Ave & Woodcleft Ave area with Hayduk Engineering, LLC, 1010 Route 200, Port Jefferson Station, NY 11776 for a cost of \$47,000.00.

**6. RECREATION CENTER – Victoria Dinielli**

- a) Request approval to hold the Freeport Fall Festival, Children’s Parade, Fire Expo, and Annual Chowder Contest on Sunday, October 29, 2023. The parade will start at 12:00 P.M. at Sea Breeze Park and proceed north along Woodcleft Avenue, ending at municipal parking lot #30; in conjunction with the Freeport Fire Department Annual Fire Expo held in municipal lot #30, and the Chamber of Commerce Chowder Contest held from 1:00 P.M. to 4:00 P.M. at the Esplanade.

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

- b) Request to enter into a contract with Enecon North East, 150 Schmitt Blvd., Farmingdale, New York 11735, a Nassau County contracted vender, for the renovation of locker rooms in the main lobby at the Freeport Recreation Center for a proposed amount of \$130,000.00.

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

- a) Request approval of the resolution confirming authorization for the Village of Freeport to renew a Cable Television Franchise Agreement with Verizon New York to operate a cable system in the Village of Freeport.
- b) Request the Board of Trustees schedule a public hearing for October 30, 2023 at 5:45 P.M., to amend Chapter 210 entitled Zoning, by amending Section §210-171 entitled “Fences and Enclosures” and further request the Village Clerk publish the notice in the Freeport Herald.

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

- a) Request approval of the software and services for Village Debt Service recording, provided by Emphasys Computer Solutions Inc. (SymPro Treasury Management Solutions), 1200 SW 145<sup>th</sup> Street, Suite 301, Pembroke Pines, Florida 33027 starting November 1, 2023 through February 28, 2026, year one (4 months) cost of \$9,000, year two for a cost of \$9,450, and year three for a cost of \$9,923.

**PUBLIC COMMENT**

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

**INCORPORATED VILLAGE OF FREEPORT  
RECREATION CENTER  
INTER-OFFICE CORRESPONDENCE**

To: Robert T. Kennedy, Mayor

From: Victoria Dinielli, Recreation Center Manager

Date: September 13, 2023

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Re: Freeport Fall Festival & Fire Expo Banner

Permission is requested for the Freeport Electric Company to hang 1 street banner on South Main Street, in the Village of Freeport to promote this year's VOF Annual Fall Festival & Fire Prevention Expo event set for Sunday, October 29, 2023. The Freeport Fire Department will provide the banner for this year's event. Village banner specs will be used to produce the new banner.

It is requested that this banner is hung on or around October 5, on South Main Street, and remain hanging until after the event on October 29, 2023. At this time, I am also requesting that the Village fee for the hanging of banners be waved.

If this meets your approval, I am requesting that this item is presented at the next Village Board Meeting to Mayor Robert Kennedy and the Village Trustees for final approval.

Thanking you in advance for your attention to this matter.

  
Victoria Dinielli  
Manager, Recreation Center

Cc: Ray Maguire

*VILLAGE OF FREEPORT  
INTER-OFFICE MEMORANDUM*

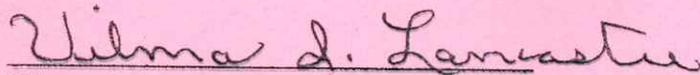
**To: Mayor and Board of Trustees**

**From: Vilma I. Lancaster, Assessor**

**Date: September 11, 2023**

**RE: Board of Review Meeting**

Permission is hereby requested to schedule a special meeting on Tuesday, November 21, 2023 from 4:00 P.M – 8:00 P.M to hear complaints in relation to assessments that were grieved and denied.

  
Vilma I. Lancaster  
Vilma I. Lancaster, Assessor

## Legal Notice

### NOTICE OF MEETING TO HEAR COMPLAINTS

PLEASE TAKE NOTICE, pursuant to Section 1406 of the Real Property Tax Law of the State of New York, the Assessor of the Village of Freeport, NY has filed on Wednesday, November 1, 2023, the Tentative Assessment Roll for the Fiscal Year beginning March 1, 2024 with the Village Clerk of said Village at 46 North Ocean Avenue, Freeport, NY. Where it may be seen and examined by any person during the business hours of 8:30 am to 4:30 pm, Monday through Friday excluding holidays from Wednesday, November 1st until the third Tuesday of November 21, 2023.

On the third Tuesday of November (November 21, 2023) at said Municipal Building between the hours of 4:00 pm to 8:00 pm, the Board of Review and the Assessor will meet for the purpose of completing such Assessment Roll and of hearing and determining complaints in relation thereto.

Persons complaining of assessments will be required to file a statement under oath specifying the aspect in which the assessment complained is incorrect as provided by law. The prescribed form for the filing of grievances in connection with the Tentative Assessment Roll may be obtained from the Office of the Assessor from Wednesday, November 1 to Tuesday, November 21, 2023 between the hours of 8:30 am to 4:30 pm.

Robert T. Kennedy, Mayor

Ronald J. Ellerbe, Deputy Mayor

Jorge A. Martinez, Trustee

Christopher L Squeri, Trustee

Evette B. Sanchez, Trustee

Vilma I. Lancaster, Assessor

**VILLAGE OF FREEPORT  
INTER-OFFICE MEMORANDUM**

**To: Mayor and Board of Trustees**

**From: Vilma I. Lancaster, Assessor**

**Date: September 11, 2023**

**RE: 2024/2025 Tentative Assessment Roll Completion**

Permission is hereby requested pursuant to Section 1406 of the Real Property Tax Law of the State of New York, the Assessor has completed the 2024/2025 Tentative Assessment Roll that is due Wednesday, 11/01/2023 and a copy thereof has been prepared and filed with the Village Clerk and is available for inspection on Wednesday, November 1, 2023.

The roll will be open for inspection during the business hours of 8:30 am to 4:30 pm in the Village Clerk's Office and the Assessor's Office from Wednesday, November 1, 2023 to Tuesday, November 21, 2023.

On Tuesday, November 21st, between the hours of 4:00 pm and 8:00 pm, the Board of Trustees acting as a Board of Review will meet to hear complaints in relation to assessments.

It is requested that the Mayor and Board of Trustees direct the Village Clerk to post and publish the required legal notice in the Freeport Herald edition dated Thursday, November 2nd and November 9th, 2023.



**Vilma I. Lancaster, Assessor**

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

**WHEREAS**, pursuant to §1406 of the Real Property Tax Law of the State of New York, the Village Assessor is required to notify the public that the 2023/2024 Tentative Assessment Roll will be prepared and filed with the Village Clerk on November 1, 2023 and will be available for inspection beginning on November 1, 2023; and

**WHEREAS**, the roll will be open for inspection during the business hours of 8:30am to 4:30pm in the Village Clerk's Office and the Assessor's Office from November 1, 2023 to November 21, 2023; and

**WHEREAS**, on Tuesday, November 21, 2023, between the hours of 4pm and 8pm, the Board of Trustees, acting as a Board of Review, will meet to hear complaints in relation to assessments; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Assessor, the Board approve and direct the Village Clerk to post and publish the required legal notices for the viewing of the Tentative Assessment Roll and for the Board of Review hearing in the edition of the Freeport Herald dated November 2, 2023 and November 9, 2023.

The Clerk polled the Board as follows:

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

## Legal Notice

### NOTICE OF TENTATIVE ROLL COMPLETION

PLEASE TAKE NOTICE, pursuant to Section 1406 of the Real Property Tax Law of the State of New York, the Assessor of the Village of Freeport, NY has prepared and filed on Wednesday, November 1, 2023, the 2024/2025 Tentative Assessment Roll for the Fiscal Year beginning March 1, 2024. In accordance with the provisions of section fifteen hundred eighty four of this chapter, an oath in the same form is required and attached to the roll.

Pursuant to section 5-510 of the Village law, the clerk shall cause a notice to be published in the official newspaper of the Village. Such notice shall state that the Assessor has completed the assessment roll and that a copy of the roll is with the Village Clerk of said Village at 46 North Ocean Avenue, Freeport, NY. Where it may be seen and examined by any person during the business hours of 8:30 am to 4:30 pm, Monday through Friday excluding holidays beginning from Wednesday, November 1 until the third Tuesday of November 21, 2023.

On the third Tuesday of November (November 21, 2023) at said Municipal Building between the hours of 4:00 pm to 8:00 pm, the Board of Review and the Assessor will meet for the purpose of completing such Assessment Roll and of hearing and determining complaints in relation thereto.

Persons complaining of assessments will be required to file a statement under oath specifying the respect in which the assessment complained is incorrect as provided by law. The prescribed form for the filing of grievances in connection with the Tentative Assessment Roll may be obtained from the Office of the Assessor between the hours of 8:30 am to 4:30 pm.

Robert T. Kennedy, Mayor

Ronald J. Ellerbe, Deputy Mayor

Jorge A. Martinez, Trustee

Christopher L Squeri, Trustee

Evette B. Sanchez, Trustee

Vilma I. Lancaster, Assessor

**VILLAGE OF FREEPORT  
INTER-OFFICE MEMORANDUM**

**To: Mayor and Board of Trustees**

**From: Vilma I. Lancaster, Assessor**

**Date: September 11, 2023**

**RE: Notification of Assessment Inventory and Valuation Data**

Permission is hereby requested to advertise on Thursday, 11/02 and 11/09, the availability of the Assessment Inventory and Valuation Data.

Pursuant to Article 5, Section 501 of the Real Property Tax Law of the State of New York, the Assessor shall cause a notice, the contents are set forth in this section to advertise the availability of Assessment Inventory and Valuation Data that is maintained in the Assessor's Office for the purpose of review by the property taxpayer.

The review will be during normal business hours of 8:30 am to 4:30 pm by appointment from Wednesday, November 1 to November 21, 2023.

  
Vilma I. Lancaster  
Vilma I. Lancaster, Assessor

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

**WHEREAS**, pursuant to Article 5, §501 of the Real Property Tax Law of the State of New York, the Assessor is required to publish a notice advertising the availability for review by property taxpayers of the assessment inventory and valuation data that is maintained in the Assessor's Office; and

**WHEREAS**, the review will be available during normal business hours of 8:30 a.m. to 4:30 p.m. by appointment between November 1, 2023 and November 21, 2023; and

**WHEREAS**, the notice must be published for two successive weeks; and

**NOW THEREFORE BE IT RESOLVED**, that the Clerk be authorized to publish a notice in the Freeport Herald and other relevant publications of general circulation on November 2, 2023 and November 9, 2023 regarding the availability for review by property taxpayers of the assessment inventory and valuation data that is maintained in the Assessor's Office.

The Clerk polled the Board as follows:

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

Legal Notice

NOTICE OF ASSESSMENT INVENTORY & VALUATION DATA INFORMATION  
AVAILABILITY

The Assessor of the Incorporated Village of Freeport pursuant to Section 501 of the Real Property Tax Law of the State of New York wishes to advise that the Assessment Inventory and Valuation Data Information is available for review by the property taxpayer from Wednesday, November 1 to November 21, 2023 at the Assessor's Office located at 46 N. Ocean Avenue, Freeport, NY, 11520 between the hours of 8:30 am to 4:30 pm by appointment Monday through Friday.

Incorporated Village of Freeport

Vilma I. Lancaster

Village Assessor

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

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Vilma I. Lancaster, Village Assessor  
 DATE: September 11, 2023  
 RE: Remove Exemptions from 2020/2021, 2021/2022, 2022/2023, and 2023/2024  
 Final Assessment Rolls

Permission is requested for the Assessor to remove from 2020/2021, 2021/2022, 2022/2023 and 2023/2024 Final Assessment Roll, exemptions related to Veterans and Senior Owned Properties. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

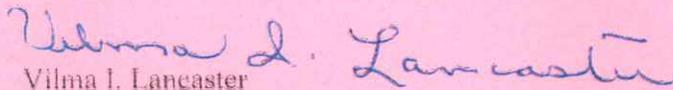
Where a partial exemption is removed and entered on an assessment roll for an ineligible parcel, it is an error in essential fact (RPTL §550(3) (e)). Errors in essential fact may be corrected by the Board in accordance with the provisions of RPTL §552.

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 114 / 21 Unit 3J	222 Smith St, Unit 3J	41121 Veteran/ Wartime Non - Combat	237	Property Sold 09 /15/2020
54 / 300 / 165	517 Archer St	41131 Vet Wartime Combat  41800 Senior	41131 – 900  41800 – 1,925	Property Sold 08/29/2023
62 / 081 / 206	152 East Ave	41121 Veteran/ Wartime Non - Combat 41661 Vol Firefighter/ Ambulance	41121 – 540  41661 - 507	Property Owner Deceased 07/31/2023

62 / 187 / 782	264 Branch Ave	41121 Veteran/ Wartime Non - Combat	540	Property Owner Deceased 09/01/2023
62 / 132 / 9	295 Smith St	41800 Senior	3,140	Property Owner Deceased 09/05/2023

Permission is further requested that the Board authorize the Assessor and Treasurer to remove exemptions from the Final Rolls as stated below:

- Assessor remove exemption from 62-114-21 Unit 3 J from 2020/2021 to 2023/2024 Final Assessment Rolls
- Assessor remove exemptions from owner properties that were sold or deceased in 2023/2024
- Treasurer to process the required tax adjustment from 2020/2021 to 2023/2024 Tax Rolls related to 62-114-21 Unit 3 J
- Treasurer process adjustments to properties that were sold or deceased in 2023/2024 tax year
- Treasurer prepare all billing invoices related to the above property owners and issue a 2023/2024 corrected property tax bill for the property owners.

  
Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2020/2021, 2021/2022, 2022/2023, and 2023/2024 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62/ 114 / 21 Unit 3J	222 Smith St, Unit 3J	41121 Veteran/ Wartime Non - Combat	237	Property Sold 09 /15/2020
54 / 300 / 165	517 Archer St	41131 Vet Wartime Combat  41800 Senior	41131 – 900  41800 – 1,925	Property Sold 08/29/2023
62 / 081 / 206	152 East Ave	41121 Veteran/ Wartime Non - Combat  41661 Vol Firefighter/ Ambulance	41121 – 540   41661 - 507	Property Owner Deceased 07/31/2023
62 / 187 / 782	264 Branch Ave	41121 Veteran/ Wartime Non - Combat	540	Property Owner Deceased 09/01/2023
62 / 132 / 9	295 Smith St	41800 Senior	3,140	Property Owner Deceased 09/05/2023

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemptions be removed from the 2020/2021, 2021/2022, 2022/2023, and 2023/2024 Final Assessment Rolls as listed above, as appropriate; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Board of Assessment Review

comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2020/2021, 2021/2022, 2022/2023, and 2023/2024 Final Assessment Rolls as appropriate and that the Treasurer issue corrected tax bills.

The Clerk polled the Board as follows:

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

## Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Vilma Lancaster, Village Assessor  
 DATE: September 19, 2023  
 RE: Tax Certiorari Negotiated/ Settled Settlement

Permission is requested from the Board to approve the recommended negotiated settlement for the property listed below.

Petitioner Attorney: **Certilman, Balin, Adler & Hyman, LLP**

Petitioner: Ray Street Commons LLC  
 531 Ray Street  
 54/315/446-Units 1 to 24

Total Refund: 2019/2020 to 2023/2024 – Refund: **\$35,732.59** –going forward apply **Settled AV of 88,000** to 2024/2025, 2025/2026, and 2026/2027.

**TOTAL REFUND 2019 to 2023**

Year	EQ	Current AV	Proposed AV	Proposed MV	Reduction	Tax Rate	Refund
2019/20	0.0172	49,752	49,752	\$2,892,558	0	0.62296	\$0
2020/21	0.0162	110,930	102,060	\$6,300,000	8,870	0.62296	\$5,525.66
2021/22	0.0151	110,930	95,130	\$6,300,000	15,800	0.62296	\$9,842.77
2022/23	0.0150	110,930	94,500	\$6,300,000	16,430	0.62296	\$10,235.23
2023/24	0.0130	110,930	94,500	\$7,269,231	16,430	0.61649	\$10,128.93

**Refund            \$35,732.59**

<b>2023/2024</b>		<b>Current MV</b>		<b>Current MV</b>	
<b>Current AV</b>	<b>110,930</b>	<b>EQ</b>		<b>EQ</b>	
		<b>@ 1.50</b>	<b>\$7,395,333</b>	<b>@ 1.30</b>	<b>\$8,533,077</b>

<b>2023/2024</b>		<b>Proposed</b>		<b>Proposed EQ</b>	
<b>Proposed AV</b>	<b>94,500</b>	<b>EQ</b>		<b>@ 1.30</b>	
		<b>@ 1.50</b>	<b>\$6,300,000</b>		<b>\$7,269,231</b>

**Settled AV Years Going Forward 2024/2025, 2025/2026 and 2026/2027**

2024 / 2026  
MV EQ @ 1.30

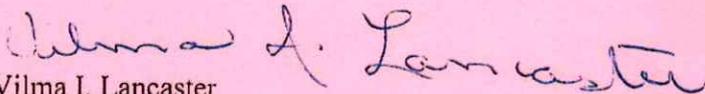
Settled AV  
88,000  
\$6,769,231

**Settled AV Allocated to Units**

Unit #	Assessed Value	Market Value EQ @ 1.50	Market Value EQ @ 1.30
1	3,717	247,769	285,888
2	3,717	247,769	285,888
3	3,717	247,769	285,888
4	3,717	247,769	285,888
5	3,717	247,769	285,888
6	3,717	247,769	285,888
7	3,717	247,769	285,888
8	3,717	247,769	285,888
9	3,717	247,769	285,888
10	3,717	247,769	285,888
11	3,717	247,769	285,888
12	3,717	247,769	285,888
13	3,717	247,769	285,888
14	3,717	247,769	285,888
15	3,717	247,769	285,888
16	3,717	247,769	285,888
17	3,567	237,794	274,378
18	3,567	237,794	274,378
19	3,567	237,794	274,378
20	3,567	237,794	274,378
21	3,567	237,794	274,378
22	3,567	237,794	274,378
23	3,567	237,794	274,378
24	3,567	237,794	274,378
<b>TOTAL</b>	<b>88,000</b>	<b>\$5,866,667</b>	<b>\$6,769,231</b>

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2023 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

Permission is further requested that the Village Treasurer issue a refund to the petitioner's attorney for the above property as stated from year 2019/2020 to 2023/2024 in the amount of \$35,732.59.

A handwritten signature in blue ink that reads "Vilma I. Lancaster". The signature is written in a cursive style with a large initial "V" and "L".

Vilma I. Lancaster  
Village Assessor

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

**WHEREAS**, the Assessor has negotiated tax certiorari settlements for the Assessment Years listed below; and

**WHEREAS**, the firm Certilman, Balin, Adler & Hyman, LLP represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Ray Street Commons LLC  
 531 Ray Street  
 54/315/446-Units 1 to 24

Total Refund: 2019/2020 to 2023/2024 – Refund: **\$35,732.59** –going forward apply **Settled AV of 88,000** to 2024/2025, 2025/2026, and 2026/2027.

**TOTAL REFUND 2019 to 2023**

Year	EQ	Current AV	Proposed AV	Proposed MV	Reduction	Tax Rate	Refund
2019/20	0.0172	49,752	49,752	\$2,892,558	0	0.62296	\$0
2020/21	0.0162	110,930	102,060	\$6,300,000	8,870	0.62296	\$5,525.66
2021/22	0.0151	110,930	95,130	\$6,300,000	15,800	0.62296	\$9,842.77
2022/23	0.0150	110,930	94,500	\$6,300,000	16,430	0.62296	\$10,235.23
2023/24	0.0130	110,930	94,500	\$7,269,231	16,430	0.61649	\$10,128.93

**Refund                    \$35,732.59**

<b>2023/2024</b>		<b>Current MV</b>		<b>Current MV</b>	
<b>Current AV</b>	<b>110,930</b>	<b>EQ</b>		<b>EQ</b>	
		<b>@ 1.50</b>	<b>\$7,395,333</b>	<b>@ 1.30</b>	<b>\$8,533,077</b>

<b>2023/2024</b>		<b>Proposed</b>		<b>Proposed EQ</b>	
<b>Proposed AV</b>	<b>94,500</b>	<b>EQ</b>		<b>@ 1.30</b>	
		<b>@ 1.50</b>	<b>\$6,300,000</b>		<b>\$7,269,231</b>

**Settled AV Years Going Forward 2024/2025, 2025/2026 and 2026/2027**

2024 / 2026  
MV EQ @ 1.30

**Settled AV**  
**88,000**  
**\$6,769,231**

**Settled AV Allocated to Units**

Unit #	Assessed Value	Market Value EQ @ 1.50	Market Value EQ @ 1.30
1	3,717	247,769	285,888
2	3,717	247,769	285,888
3	3,717	247,769	285,888
4	3,717	247,769	285,888
5	3,717	247,769	285,888
6	3,717	247,769	285,888
7	3,717	247,769	285,888
8	3,717	247,769	285,888
9	3,717	247,769	285,888
10	3,717	247,769	285,888
11	3,717	247,769	285,888
12	3,717	247,769	285,888
13	3,717	247,769	285,888
14	3,717	247,769	285,888
15	3,717	247,769	285,888
16	3,717	247,769	285,888
17	3,567	237,794	274,378
18	3,567	237,794	274,378
19	3,567	237,794	274,378
20	3,567	237,794	274,378
21	3,567	237,794	274,378
22	3,567	237,794	274,378
23	3,567	237,794	274,378
24	3,567	237,794	274,378
<b>TOTAL</b>	<b>88,000</b>	<b>\$5,866,667</b>	<b>\$6,769,231</b>

**WHEREAS**, the Stipulation of Settlement will be prepared for the above-referenced matter;  
and

**WHEREAS**, permission is requested giving the Village Attorney authorization to sign the stipulation of settlement; and

**NOW THEREFORE BE IT RESOLVED**, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2019/2020 to 2023/2024 Final Assessment Rolls and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$35,732.59.

The Clerk polled the Board as follows:

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

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

**Date:** September 12, 2023

**To:** Mayor Robert T. Kennedy

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

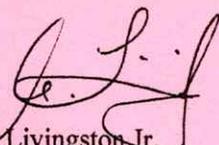
**Re:** Request to Advertise  
Bid #23-10-ELEC-673  
Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers

---

Attached please find specifications for Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers. These transformers are used to maintain the Village's distribution system. The specifications cover a period of three (3) years with an option for a fourth year. The estimated quantity over a three or four year period will allow the Utility to order only the necessary units needed. Therefore, we will not have to store a large inventory of these transformers.

I request authorization to advertise a Notice to Bidders on September 28, 2023 in the Freeport Herald and other relevant publications. Specifications would be available from October 2, 2023, until October 27, 2023. The bids would have a returnable date of October 31, 2023. Attached is a copy of the Notice to Bidders for your review.

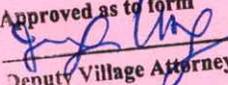
The cost of the transformers will be charged to Account #E 123000 (Inventory). There are sufficient funds available for this expense.

  
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

**Attachments**

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers, Bid #23-10-ELEC-673; and

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

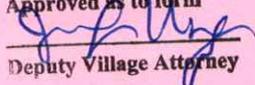
**WHEREAS**, the specifications cover a period of three (3) years with an option for a fourth year; the estimated quantity over a three or four year period will allow the Utility to order only the necessary units needed; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the "Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers, Bid #23-10-ELEC-673", in the Freeport Herald and other relevant publications of general circulation on September 28, 2023, with specifications available from October 2, 2023 through October 27, 2023, with a return date of October 31, 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**

**BID #23-10-ELEC-673**

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

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers” until 11:00 A.M. on Tuesday, October 31, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Monday, October 2, 2023, until 4:00 P.M. on Friday, October 27, 2023.

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

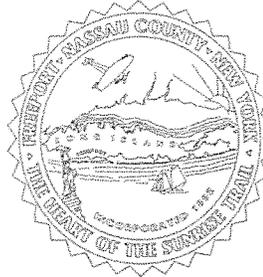
In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – September 28, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications For**

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

**BID #23-10-ELEC-673**

**MAYOR  
ROBERT T. KENNEDY**

**TRUSTEES**

<b>EVETTE SANCHEZ</b>	<b>RONALD J. ELLERBE</b>
<b>CHRISTOPHER SQUERI</b>	<b>JORGE A. MARTINEZ</b>

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



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

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**NOTICE TO BIDDERS**

**BID #23-10-ELEC-673**

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

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers” until 11:00 A.M. on Tuesday, October 31, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Monday, October 2, 2023, until 4:00 P.M. on Friday, October 27, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – September 28, 2023

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

## **WAIVER OF IMMUNITY**

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

## **STATEMENT OF EQUALITY**

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

## **INSTRUCTIONS TO BIDDERS**

**1. PROJECT IDENTIFICATION**

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

**2. DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from 9:00 A.M. on Monday, October 2, 2023, until 4:00 P.M. on Friday, October 27, 2023.

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

**3. FEE FOR BID DOCUMENTS**

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

**4. FORM**

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

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

**5. DELIVERY OF PROPOSALS**

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

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

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

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

6. **TAXES**

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

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

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF BIDDERS**

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

9. **INTERPRETATION OF DOCUMENTS**

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

10. **ADDENDUM**

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

11. **MODIFICATIONS**

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

12. **CORRECTIONS**

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

13. **WITHDRAWAL**

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

14. **SUBLETTING OR ASSIGNING THE CONTRACT**

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

15. **MULTIPLE PROPOSALS**

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

16. **AGREEMENT**

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

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

17. **GUARANTEE**

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

18. **RIGHT TO REJECT BIDS**

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

19. **EXECUTION**

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

20. **DELIVERY**

Prices must include all applicable warranties. Deliver to: Freeport Electric, Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.

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

INC. VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
(Freeport Electric)

Revised 9/2023

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

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

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## **Specification**

### **1 General**

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

- 1.9 First delivery shall be made within two hundred and ten (210) days of issuance of Purchase Order.
- 1.10 Subsequent orders shall be delivered within two hundred and ten days (210) days of releases.
- 1.11 The Bid prices shall remain firm for a period of three (3) years with a normal cost escalator, as specified in the bid, and with an option for one additional year.

## 2 Transformers

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

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

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

QUALITROL – 202-030-01

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

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

BURNDY CAT. NO. KC23B2 OR EQC632C

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

ANDERSON. CAT. NO. GTCL-23A

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

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

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

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

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

### 3 Testing and Losses

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

### 4 Evaluation

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**NOTES:**

- 1) The Village of Freeport reserves the right to include or delete any items from the Contract or adjust the estimated quantity amount accordingly.
- 2) The low bidder will be determined from the Price of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price. The Village reserves the right award contract to multiple bidders.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

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

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

### NON-COLLUSIVE BIDDING CERTIFICATION

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

**PROPOSAL - CONT'D**

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

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

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

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

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

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

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

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

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

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

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

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

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: \_\_\_\_\_

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

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

## REFERENCES

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

1)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

2)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

3)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**BID PROPOSAL**

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

FREEPORT ELECTRIC TABLE I – Dual Voltage Transformers

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

**MANUFACTURER'S INFORMATION**

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

ADDRESS \_\_\_\_\_

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

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

DATE \_\_\_\_\_

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

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

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

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

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

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

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

**Note:**

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

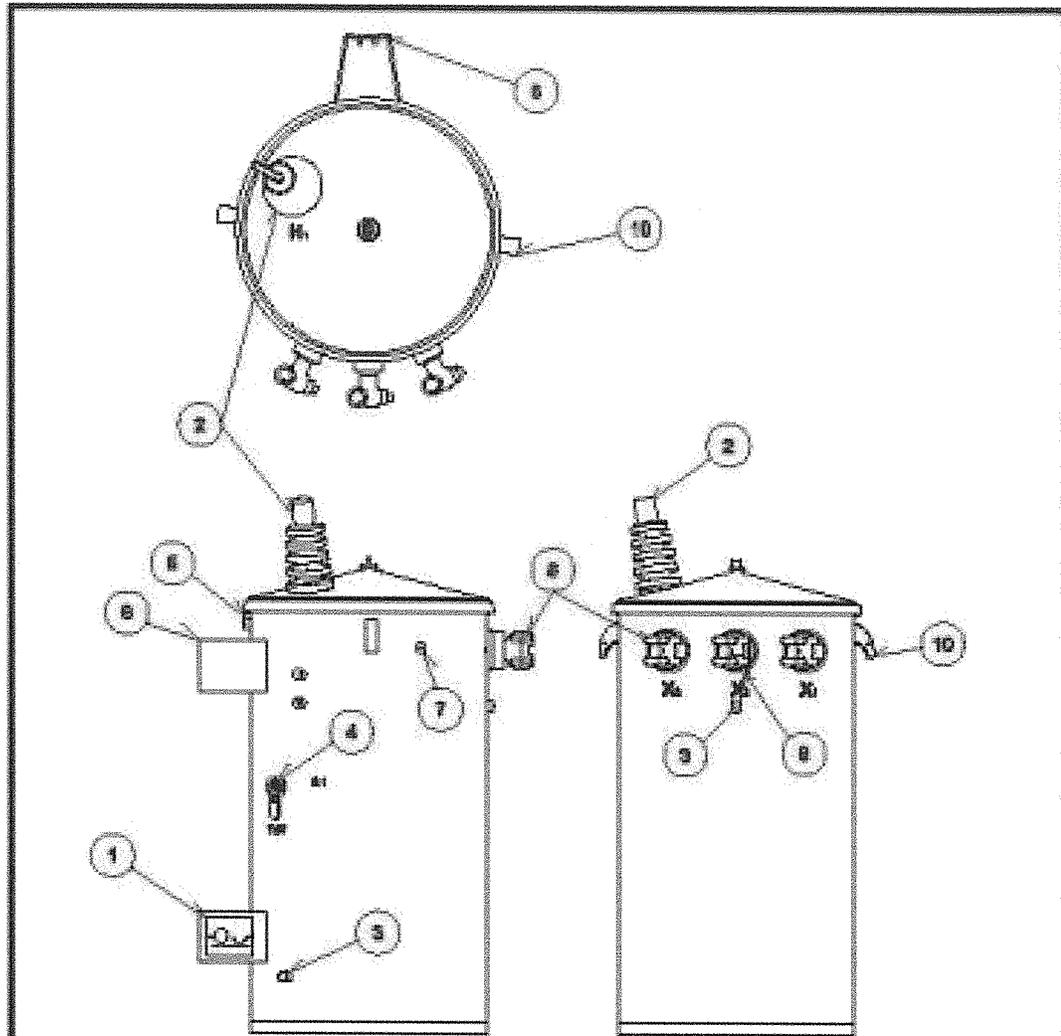
**Proposals shall be made on the proper forms provided for that purpose and complete documents shall be submitted. Bids submitted in any other form or under conditions other than specified may be rejected.**

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



# APPENDIX B

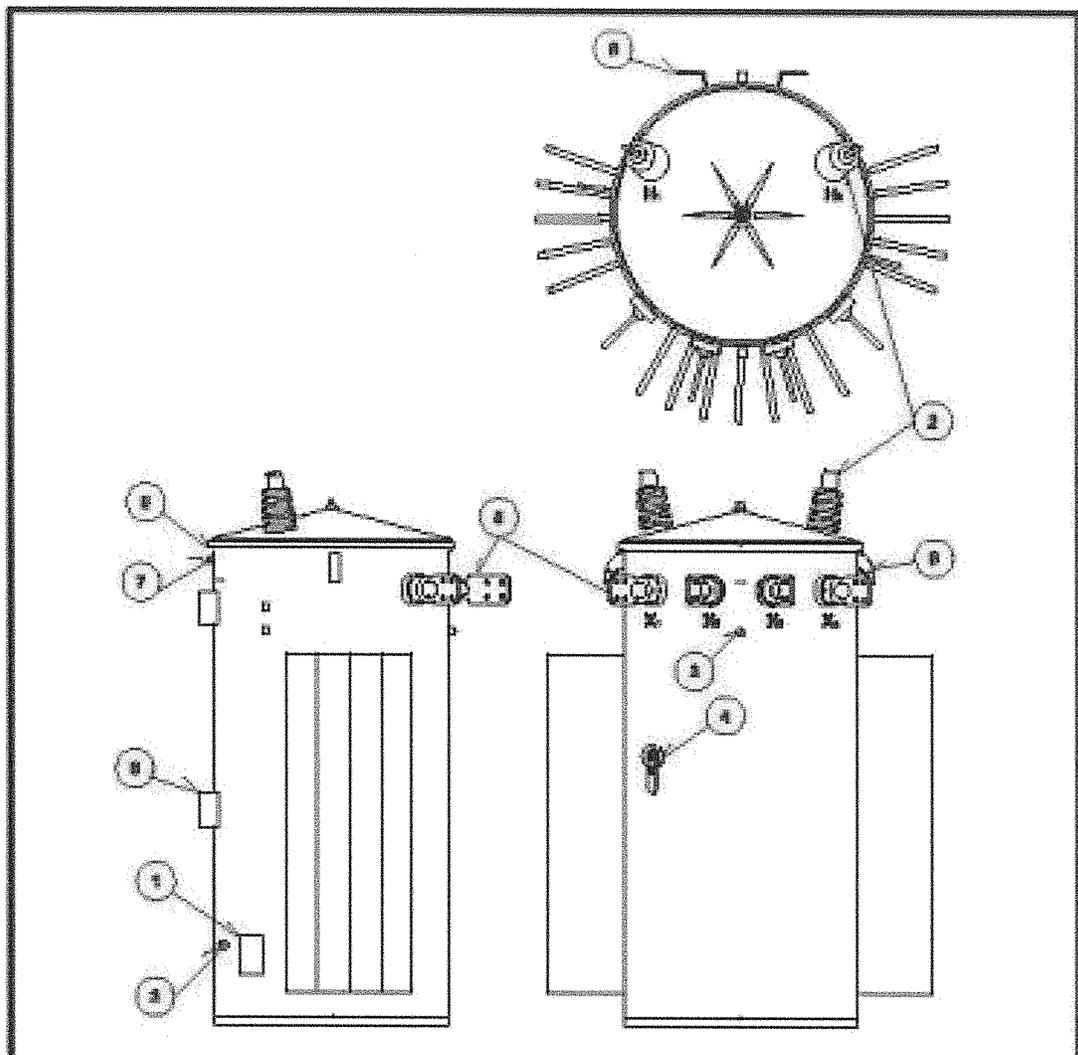
## TRANSFORMER DRAWINGS



**25-100 KVA**

ITEM	DESCRIPTION
1	NAMEPLATE
2	PRIMARY BUSHING WITH ARCING PROTECTION
3	TAP - BOSE
4	DUAL VOLTAGE SWITCH (WITH FUSIBLE LINK)
5	TANK BAND
6	HANGER BRACKETS
7	PRESSURE RELEASE DEVICE
8	SECONDARY BUSHINGS
9	TANK GROUNDING NITRAP
10	LIFTING LUGS

	BLD. VILLAGE OF FINEST FINEST, NEW YORK
<b>CS-2268</b> TRANSFORMERS	REV. 2 2
SINGLE PHASE OVERHEAD TRANSFORMER 25 - 100 KVA	COMPANY DATE



**167 - 500 KVA**

ITEM	DESCRIPTION
1	NAMEPLATE
2	PRIMARY BUSHING WITH AIRGAS PROTECTION
3	1/2" - BOSS
4	COIL VOLTAGE SWITCH POSITION INDICATOR
5	TANK BAND
6	HANGER BRACKET
7	PRESSURE RELEASE DEVICE
8	SECONDARY BUSHING
9	LIFTING LUG

		VILLAGE OF WEST POINT WEST POINT, NEW YORK	
<b>CS-2269</b>		REV. 0	0
TRANSFORMERS		ISSUE	1/1974
SINGLE PHASE OVERHEAD TRANSFORMER 167 - 500 KVA		DATE	1/1974

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

**Date:** September 11, 2023

**To:** Mayor Robert T. Kennedy

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

**Re:** Request to Advertise  
Bid #23-10-ELEC-674  
Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers

---

Attached please find specifications for Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers. These transformers are used to maintain the Village's distribution system. The specifications cover a period of three (3) years with an option for a fourth year. The estimated quantity over a three or four year period will allow the Utility to order only the necessary units needed. Therefore, we will not have to store a large inventory of these transformers.

I request authorization to advertise a Notice to Bidders on September 28, 2023 in the Freeport Herald and other relevant publications. Specifications would be available from October 2, 2023, until October 27, 2023. The bids would have a returnable date of October 31, 2023. Attached is a copy of the Notice to Bidders for your review.

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



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

**Attachments**

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

Approved as to form

  
Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers, Bid #23-10-ELEC-674; and

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

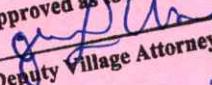
**WHEREAS**, the specifications cover a period of three (3) years with an option for a fourth year; the estimated quantity over a three or four year period will allow the Utility to order only the necessary units needed; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the "Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers, Bid #23-10-ELEC-674", in the Freeport Herald and other relevant publications of general circulation on September 28, 2023, with specifications available from October 2, 2023 to October 27, 2023, with a return date of October 31, 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**

**BID #23-10-ELEC-674**

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

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers” until 11:00 A.M. on Tuesday, October 31, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Monday, October 2, 2023, until 4:00 P.M. on Friday, October 27, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – September 28, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



Contract and Specifications For

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

**BID #23-10-ELEC-674**

**MAYOR  
ROBERT T. KENNEDY**

**TRUSTEES**

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

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



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

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**NOTICE TO BIDDERS**

**BID #23-10-ELEC-674**

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

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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 – September 28, 2023

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

## **WAIVER OF IMMUNITY**

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

## **STATEMENT OF EQUALITY**

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

## **INSTRUCTIONS TO BIDDERS**

**1. PROJECT IDENTIFICATION**

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

**2. DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from 9:00 A.M. on Monday, October 2, 2023, until 4:00 P.M. on Friday, October 27, 2023.

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

**3. FEE FOR BID DOCUMENTS**

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

**4. FORM**

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

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

**5. DELIVERY OF PROPOSALS**

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

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

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

6. **TAXES**

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

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

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF BIDDERS**

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

9. **INTERPRETATION OF DOCUMENTS**

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

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

**10. ADDENDUM**

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

**11. MODIFICATIONS**

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

**12. CORRECTIONS**

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

**13. WITHDRAWAL**

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

**14. SUBLETTING OR ASSIGNING THE CONTRACT**

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

**15. MULTIPLE PROPOSALS**

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

**16. AGREEMENT**

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

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

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

**17. GUARANTEE**

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

**18. RIGHT TO REJECT BIDS**

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

**19. EXECUTION**

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

**20. DELIVERY**

Prices must include all applicable warranties. Deliver to: Freeport Electric, Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.

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

INC. VILLAGE OF FREEPORT

ELECTRIC DEPARTMENT

(Freeport Electric)

Revised 9/2023

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

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

---

**Specification**

**1      General**

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

- 1.9 First delivery shall be made within two hundred and ten (210) days of issuance of Purchase Order.
- 1.10 Subsequent orders shall be delivered within two hundred and ten (210) days of releases.
- 1.11 The Bid prices shall remain firm for a period of three (3) years with a normal cost escalator, as specified in the bid, and with an option for one additional year.

## 2 Transformers

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

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

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

QUALITROL – 202-030-01

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

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

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

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

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

### 3 Testing and Losses

- 3.1 Tests on transformers shall comprise the manufacturer's standard tests including resistance measurements of all windings; ratio tests; polarity and phase-relation tests; no-load loss at rated voltage; impedance; voltage and load loss at rated current; insulation power factor (Doble) tests, insulation oil tests, and dielectric tests. For oil-filled units manufacturer shall certify that the oil contains no PCBs and shall affix a label to that effect on the transformer tank.

- 3.2 A record of the above tests shall be shipped with the transformer.
- 3.3 The manufacturer shall provide certification upon request for all design and tests in accordance with the latest requirements of ANSI C57.12.00, and ANSI C57.12.90.

4 **Evaluation**

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

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

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

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

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

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

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

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

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

**NOTES:**

- 1) The Village of Freeport reserves the right to include or delete any items from the Contract or adjust the estimated quantity amount accordingly.
- 2) The low bidder will be determined from the price of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price. The Village reserves the right award contract to multiple bidders.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

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

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

## NON-COLLUSIVE BIDDING CERTIFICATION

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

PROPOSAL - CONT'D

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

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

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

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

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

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

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

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

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

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

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

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

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: \_\_\_\_\_

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

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

## REFERENCES

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

1)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

2)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

3)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**BID PROPOSAL**

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

FREEPORT ELECTRIC TABLE I – Single Voltage Transformers

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

**MANUFACTURER'S INFORMATION**

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

ADDRESS \_\_\_\_\_

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

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

DATE \_\_\_\_\_

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

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

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

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

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

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

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

**Note:**

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

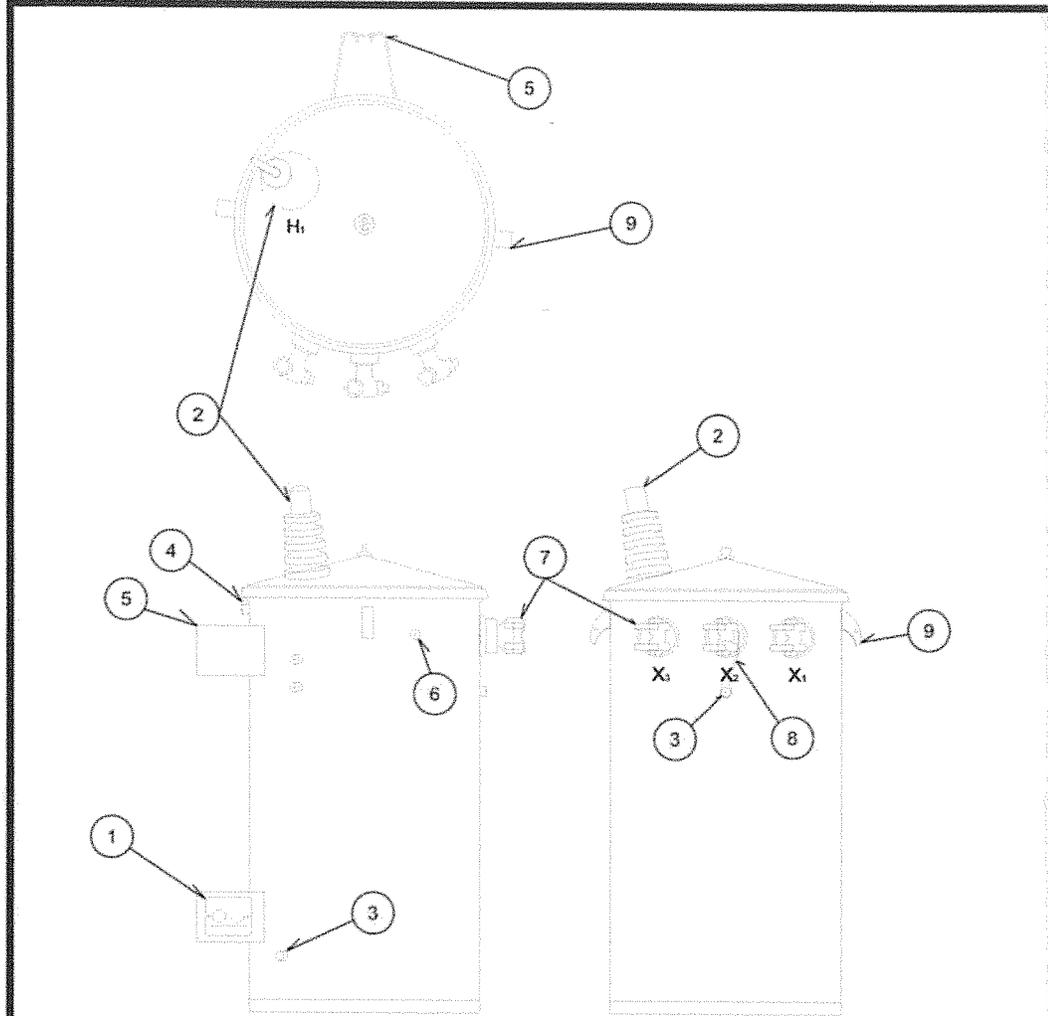
**Proposals shall be made on the proper forms provided for that purpose and complete documents shall be submitted. Bids submitted in any other form or under conditions other than specified may be rejected.**

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



# APPENDIX B

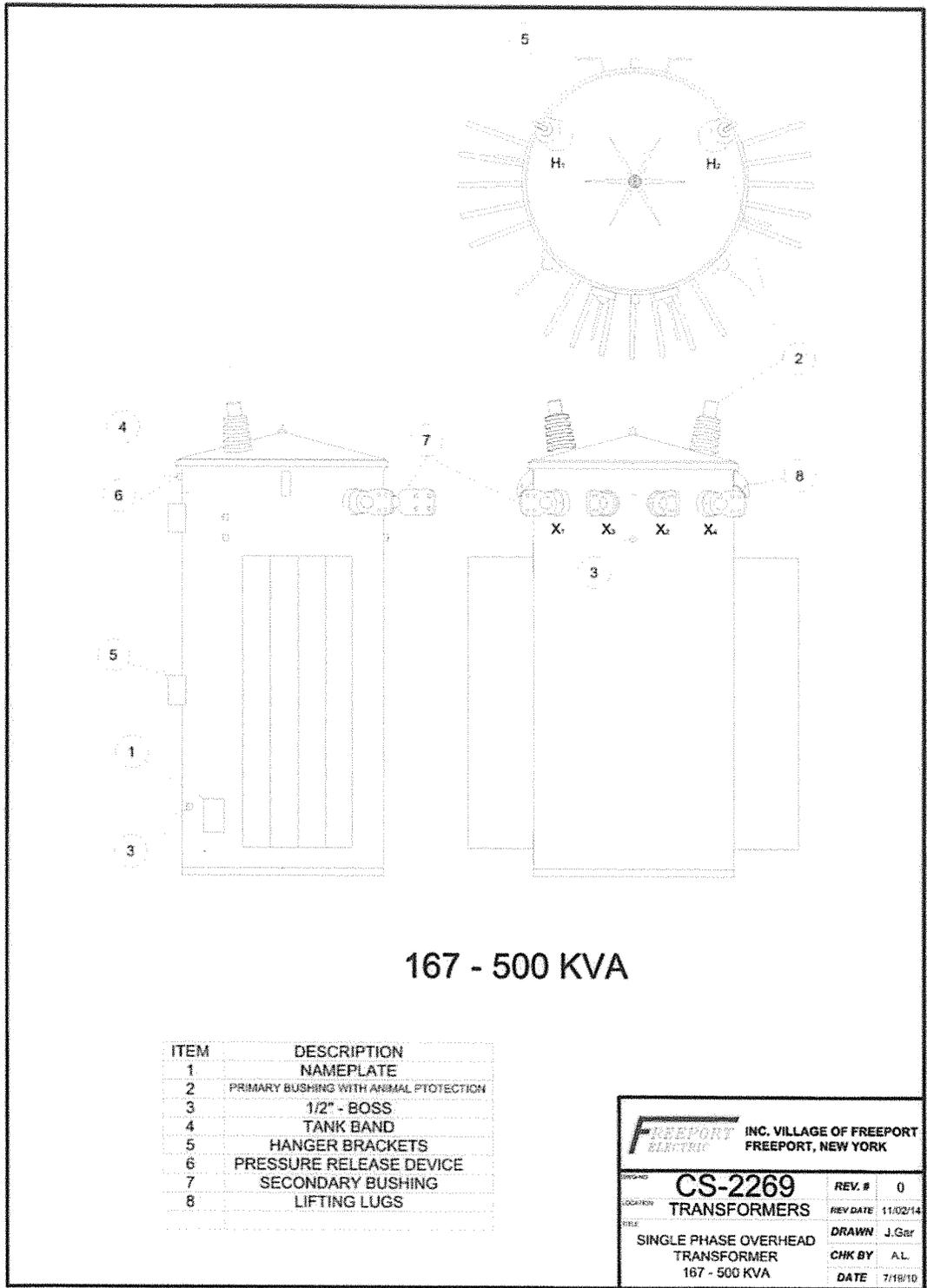
## TRANSFORMER DRAWINGS



25-100 KVA

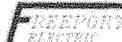
ITEM	DESCRIPTION
1	NAMEPLATE
2	PRIMARY BUSHING WITH ANIMAL PROTECTION
3	1/2" - BOSS
4	TANK BAND
5	HANGER BRACKETS
6	PRESSURE RELEASE DEVICE
7	SECONDARY BUSHING
8	TANK GROUNDING STRAP
9	LIFTING LUGS

		INC. VILLAGE OF FREEPORT FREEPORT, NEW YORK	
PROJECT <b>CS-2268</b>	REV. # 0	LOCATION TRANSFORMERS	REV. DATE 11/02/14
TITLE SINGLE PHASE OVERHEAD TRANSFORMER 25 - 100 KVA	DRAWN J.Gar	CHK BY A.L.	DATE 7/19/10



167 - 500 KVA

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

 <b>INC. VILLAGE OF FREEPORT FREEPORT, NEW YORK</b>	
<b>CS-2269</b> TRANSFORMERS	REV. # 0 REV DATE 11/02/14
SINGLE PHASE OVERHEAD TRANSFORMER 167 - 500 KVA	DRAWN J.Ser CHK BY A.L. DATE 7/18/10

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

**Date:** September 12, 2023

**To:** Mayor Robert T. Kennedy

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

**Re:** Request to Advertise  
Bid #23-10-ELEC-675  
Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable

---

Attached please find specifications for Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable. This cable is used to maintain the Village's distribution system.

I request authorization to advertise a Notice to Bidders on September 28, 2023 in the Freeport Herald and other relevant publications. Specifications would be available from October 2, 2023, until October 27, 2023. The bids would have a returnable date of October 31, 2023. Attached is a copy of the Notice to Bidders for your review.

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

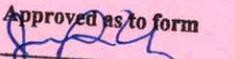


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

**Attachments**

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval to authorize the Village Clerk to advertise a Notice to Bidders for the Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable, Bid #23-10-ELEC-675; and

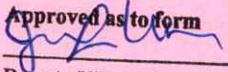
**WHEREAS**, General Municipal Law §103 and the Village’s procurement policy require that the procurement of this equipment be done through competitive bidding; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable, Bid #23-10-ELEC-675”, in the Freeport Herald and other relevant publications on September 28, 2023, with the specifications available from October 2, 2023 to October 27, 2023, with a return date of October 31, 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**

**BID #23-10-ELEC-675**

**FURNISHING OF 15 KV 397,500 CM TREE PROOF AERIAL SPACER CABLE  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “ FURNISHING OF 15 KV 397,500 CM TREE PROOF AERIAL SPACER CABLE” until 11:00 A.M. on Tuesday, October 31, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Monday, October 2, 2023, until 4:00 P.M. on Friday, October 27, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – September 28, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications For**  
**FURNISHING OF 15 KV 397,500 CM TREE PROOF**  
**AERIAL SPACER CABLE**

**BID #23-10-ELEC-675**

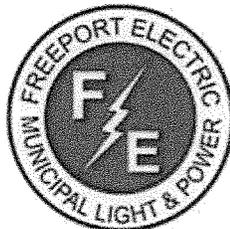
**MAYOR**

**ROBERT T. KENNEDY**

**TRUSTEES**

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

**Pamela Walsh-Boening, Village Clerk**  
**Howard Colton, Village Attorney**  
**Ismaela Hernandez, Treasurer**



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

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## FURNISHING OF 15 KV 397,500 CM TREE PROOF AERIAL SPACER CABLE

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## **NOTICE TO BIDDERS**

**BID #23-10-ELEC-675**

**FURNISHING OF 15 KV 397,500 CM TREE PROOF AERIAL SPACER CABLE  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
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Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – September 28, 2023

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

## **WAIVER OF IMMUNITY**

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

## **STATEMENT OF EQUALITY**

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

## INSTRUCTIONS TO BIDDERS

### 1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project:  
“Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable”

### 2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available for download from **9:00 A.M. on Monday, October 2, 2023, until 4:00 P.M. on Friday, October 27, 2023.**

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

### 3. FEE FOR BID DOCUMENTS

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

### 4. FORM

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as part of the bid documents and shall be submitted in a sealed envelope clearly marked “Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable”

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

### 5. DELIVERY OF PROPOSALS

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

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

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

6. **TAXES**

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

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

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF BIDDERS**

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

9. **INTERPRETATION OF DOCUMENTS**

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

10. **ADDENDUM**

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

11. **MODIFICATIONS**

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

12. **CORRECTIONS**

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

13. **WITHDRAWAL**

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

14. **SUBLETTING OR ASSIGNING THE CONTRACT**

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

15. **MULTIPLE PROPOSALS**

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

16. **AGREEMENT**

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

In case of failure to do so, the Bidder shall be considered as having abandoned the bid.

17. **GUARANTEE**

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the materials during delivery and before acceptance. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

18. **RIGHT TO REJECT BIDS**

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

19. **EXECUTION**

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

20. **DELIVERY**

Prices must include all applicable warranties. Deliver to: The Village of Freeport Storeroom, 220 W. Sunrise Hwy., Freeport, NY 11520.

21. **EQUAL OPPORTUNITY**

The Municipality is an Equal Opportunity employer.

**Village of Freeport / Freeport Electric**

**Specification for**

**FURNISHING OF 15 KV 397,500 CM TREE PROOF AERIAL  
SPACER CABLE**

**Title:** Specification for 15 KV 397,500 CM Tree Proof Aerial Spacer Cable.

**Application:** These cables are intended for use within Freeport Electric's (FE) distribution system.

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## **Detailed Specification**

### **1 General**

The bidder shall furnish and deliver to the Village of Freeport Electric Department, 220 West Sunrise Highway, Freeport, NY, 11520, *10,000 feet* of 15 KV Aerial Spacer Cable as specified herein.

### **2 Conductors and Insulation**

Cable shall be 15,000-volt single conductor; 397,500 CM EC-H19, 19 strands compacted (smooth body) aluminum with a double extruded 150" polyethylene jacket as follows:

First extrusion or inner jacket: .015" semi-conducting  
Polyethylene strand shielding.

Second extrusion or inner jacket: .075" low density  
Natural polyethylene.

Third extrusion or outer jacket: .075" black high density track resistant  
Resistant polyethylene polyethylene

The extrusions shall be concentric with respect to the conductor and completely free from all voids, either at the conductor surface or within the insulation itself. All three extruded layers shall be bonded to each other.

The minimum thickness of the insulated layers shall be no less 90% of the nominal thickness.

The concentricity of the insulating layers shall be 85% minimum and shall be measured on each shipping reel. Concentricity is defined as the minimum thickness divided by the maximum thickness multiplied by 100.

3 **Definitions**

Track resistant polyethylene shall be defined as a polyethylene that shall not readily burn in to a conducting or semi-conducting path (track) when subjected to electrical arcing in accordance with the testing method outlined below:

4 **Testing**

Each bidder shall submit a 24” minimum sample length of the 15,000-volt spacer cable they proposes to furnish for inspection and testing by the Electric Department. Each sample will be wiped clean and tested for tracking by subjecting it to a 1.5 milliamp capacity of condenser current at a potential of 7,600 volts.

If the residue obtained from burning of the insulation by an arc under the conditions above does not provide a conducting path of more than one inch (approximately) then the insulation will be considered as “track resistant”.

Insulation, which fails the above test, will be rejected. It shall be understood that the above tests are to be preformed as a means of evaluating the various insulation’s offered and not as a substitute for laboratory procedures.

In addition, the insulation shall be inspected for porosity, concentricity, and similar physical characteristics.

Two specimens shall be cut from the center of a five foot length such that after trimming the finished specimens shall be 12 inches = .01”.

Place the specimens in a convection type circulating air oven preheated to  $115^{\circ} \pm 1^{\circ}\text{C}$ . After 24 hours in the oven, remove the specimens, cool for two hours at temperatures between  $60^{\circ}$  and  $90^{\circ}\text{F}$  and measure the total shrinkage. Total shrinkage (shrink-back) as measured from both ends shall not exceed 0.150”.

5 **Delivery**

Delivery shall be within one hundred and sixty (160) days, factory shipping date, after award of order.

6 **Lengths**

Cable shall be furnished in 2,000 ft. lengths on non-returnable reels. (5 Reels)

7 **Descriptive Data**

The bidder shall give complete descriptive data with their proposal on the cable they propose to furnish. This information will be used to assist the Electric Department in its evaluation of the cable offered.

**8**      **Price**

Price shall be f.o.b. Freeport, New York, to be delivered to Village of Freeport Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.

**9**      **Warranty**

The manufacturer shall warrant that the cables supplied to the purchaser will be free from defects in material and workmanship for the forty-year design life of the cable. In the event that the cable is defective in manufacture, as mutually determined by the purchaser and manufacturer or by an independent certified testing laboratory, the manufacturer will replace the defective sections between two splices with new cable to be furnished free of charge to the same delivery point originally called for in the order. The warranty document incorporated herein shall be duly completed and included with the bid. The manufacturer will not be responsible for any defects to electrical equipment other than the cables supplied under this order. The manufacturer shall not be responsible for mechanical or physical damages to the cables following delivery and acceptance by FE or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

**10**     **Payment**

Payment shall be made within sixty (60) days after receipt of goods and invoice by purchaser.

**11**     **Exceptions**

Exceptions to the specification must be itemized and listed in Appendix A. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

**PROPOSAL**  
**FURNISHING 15 KV 397,500 CM TREE PROOF AERIAL SPACER**  
**CABLE**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**NOTES:**

- 1) The Village of Freeport reserves the right to include or delete any items from the Contract or adjust the estimated quantity amount accordingly.
- 2) The low bidder will be determined from the Total Ownership Cost of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price. The Village reserves the right to award contracts to multiple bidders.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.
- 4) Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

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

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

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

## NON-COLLUSIVE BIDDING CERTIFICATION

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

**PROPOSAL - CONT'D**

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

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

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

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

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

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

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

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

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

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

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

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

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: \_\_\_\_\_

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

\_\_\_\_\_

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

## REFERENCES

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

1)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

2)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

3)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

BID PROPOSAL

**Furnishing of 15 KV 397,500 CM Tree Proof Aerial Spacer Cable**

as per specifications, or equal

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

TELEPHONE NO. (    ) \_\_\_\_\_

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

EMAIL \_\_\_\_\_

PURSUANT TO AND IN COMPLIANCE WITH THE ADVERTISEMENT FOR BIDS AND THE INSTRUCTIONS TO BIDDERS RELATING HERETO, THE UNDERSIGNED, AS A BIDDER, PROPOSES AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH PRODUCT/MERCHANDISE AS REQUIRED BY THE MANNER THEREIN PRESCRIBED BY THE PURCHASER PRIOR TO THE OPENING OF BIDS.

TO FURNISH THE PRODUCT/MERCHANDISE AS SPECIFIED, THE TOTAL NET SUM TO BE:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Write Total Amount in Words)

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

\_\_\_\_\_  
(Signature of Bidder) (Title) (Date)

\_\_\_\_\_  
(Print or Type Name) (Telephone)

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



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

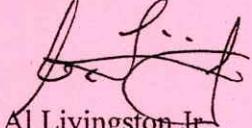
**Date:** September 15, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Activu Maintenance Agreement  
6/24/2023 – 2/28/2025

---

At the April 26, 2021 Board meeting the Board awarded Bid #21-04-ELEC-552 for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System” to Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00. This project is being funded by the Governor’s Office of Storm Recovery (GOSR). The Activu system with LCD Display Wall was part of this upgrade.

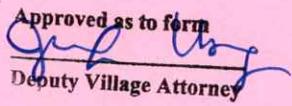
The display wall requires a maintenance and support contract provided by Activu. The support plan includes phone and email support, logistic support, software upgrades and annual preventative maintenance. The support contract will run from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the maintenance and support services for the SCADA system LCD display wall provided by Activu, 301 Round Hill Drive, Rockaway, NJ 07866 from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain the maintenance and support services. The cost for these services will be charged to Account E7573525 575700 – SCADA Expense. There are sufficient funds available to cover this cost.

  
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

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

**WHEREAS**, on April 26, 2021, the Board awarded Bid #21-04-ELEC-552, for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System” be awarded to Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00; and

**WHEREAS**, this project is being funded by the Governor’s Office of Storm Recovery (GOSR); the Activu system with LCD Display Wall was part of this upgrade; and

**WHEREAS**, the display wall requires a maintenance and support contract provided by Activu, 301 Round Hill Drive, Rockaway, New Jersey 07866; and

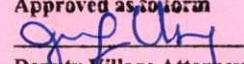
**WHEREAS**, the support contract will run retroactively from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51; and

**WHEREAS**, the cost for these services will be charged to Account E7573525 575700 – SCADA Expense, and there are sufficient funds available to cover this cost; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively approve the maintenance and support services for the SCADA system LCD display wall provided by Activu, 301 Round Hill Drive, Rockaway, New Jersey 07866, from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities April 28, 2021  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Village of Freeport has solicited bids for Bid #21-04-ELEC-552 for the Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System; and

**WHEREAS**, the Village’s SCADA system provides electronic control of Freeport Electric’s distribution grid and is also used to monitor critical infrastructure systems to provide early warning of potential disaster situations; and

**WHEREAS**, the current system, purchased from EFACEC Advanced Control Systems (ACS) in 2010, is in need of upgrade, as it is the backbone to the ongoing microgrid project; and

**WHEREAS**, twenty-six bids were distributed and one bid was received by the closing date on April 6, 2021; and

**WHEREAS**, the only responsive and responsible bidder was Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award Bid #21-04-ELEC-552 for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System” be awarded to Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00.

The Clerk polled the Board as follows:

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

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

Trustee Sanchez  
Mayor Kennedy

In Favor  
In Favor

---

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

Board & Comm.

X Claims Examiner Aide

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

OTHER



301 Round Hill Drive  
 Rockaway, NJ 07866  
 Tel: (973) 366-5550  
 Fax: (973) 366-1770  
 http://www.activu.com

## Support Schedule of Values

V3.2

<b>Project</b> Minsait ACS 2755 Northwoods Parkway Peachtree Corners, GA 30071	<b>Prepared for</b> Jamie Hooper jamie.hooper@acspower.com	<b>Original Project #</b> S12600	<b>Quote No.</b> 2023-0060 <b>Quote Date</b> 3/6/2023 <b>Rev. No.</b> 2 <b>Rev. Date</b> 9/14/2023
<b>Existing Support # : MT12600</b> <b>Existing Support Dates : 6/24/2022 TO 6/23/2023</b> <b>Status : ACTIVE</b>			<b>Prepared By:</b> Anita DeLorenzo <b>Prepared For:</b> Mark Dunlap

**System Description: Activu System with (1) 5x2 of 55" Extreme-Narrow Bezel VM Series LCD Display Wall**

<i>Proposed Customer Support Pricing, per year</i>		<b>Commercial Quote</b>
<u>Period of Performance</u>		Silver Level Support
Support Contract 3rd Year:	6/24/2023 - 2/28/2025	<b>\$18,967.51</b>
<b>Total</b>		<b>\$18,967.51</b>

- SILVER Level Support Plan Includes:**
- \* Unlimited phone & e-mail support during business hours (M-F - 8:30am to 5:30pm EST)
  - \* Access to The Activu Customer Support Web Portal (Ticket Logging/Tracking System)
  - \* Logistical Support For Hardware Repairs/Replacements under OEM Warranties (Includes S&H)
  - \* Free Activu Software upgrades for new versions and patches (Travel, on-site labor to install new software, and Training are NOT included).
  - \* One (1) Preventative Maintenance (PM) visit, by a System Technician (*Travel and Labor Included*). (**Annual Preventative Maintenance**)

**Site Visit Definitions:**

**Preventative Maintenance (PM) Visit is defined as:**  
 A site visit scheduled 2-3 weeks in advance of Activu being on site to complete basic Preventative Maintenance to the Installed System

**Emergency Service Visit is Defined As:**  
 An Issue Specific - Activu engineer/technician being scheduled to arrive on site within 1-5 days of the determination that on-site support is needed

Our cost proposal is based on a firm-fixed price task, any changes requested by client may affect the cost. The costs for each year assume that the maintenance plan is kept up as a contiguous yearly maintenance system. Any interruption in the yearly plans will require a re-evaluation of the Activu system and a re-calculation of the plan's costs.



301 Round Hill Drive  
Rockaway, NJ 07866  
Tel: (973) 366-5550  
Fax: (973) 366-1770  
<http://www.activu.com>

### Terms and Conditions

**Section 1. Term of Contract.** Support coverage items and period are described in Support SOV.

**Section 2. Support Limitations.** Support and service requests due to causes other than normal wear and tear, macro scripting of programs, training or system enhancements will be billed at Activu's standard published rates then in effect. Activu reserves the right not to service equipment, component or subassemblies due to causes other than normal wear and tear. In such cases, Activu reserves the right to repair or replace such equipment, components or subassemblies and bill the Company accordingly.

Examples of causes other than normal wear and tear are:

1. Unauthorized attempts by other than Activu personnel to repair, maintain or modify components or sealed units,
2. Fault or negligence of the Company,
3. Neglect, improper use or misuse of equipment,
4. Modifications not executed or authorized by Activu,
5. Causes deemed to be from equipment not covered by this agreement, or
6. Causes external to the equipment such as, but not limited to, acts of god, catastrophic events or humidity, temperature or electric fluctuations.

**Section 3. Responsibilities of Company.** The Company shall provide and assign a designated person who shall act on behalf of the Company as the System Operator ("SysOp"). This person shall be the responsible for the day to day operation and basic maintenance of the System, and shall be the Primary contact between Company and Activu regarding matters of support. Said SysOp or Company Media Engineering Personnel shall have authority to request or site service calls. For billable requests or services, only Company Media Engineering Personnel have the authority to issue Purchase Orders back by the full faith and guaranty of the Company.

1. Company shall ensure that its personnel are adequately trained by Activu in the use of isolation and diagnostic programs and procedures.
2. Company will use isolation programs and processes to isolate failure to the system.
3. Throughout the term of this Agreement, Company shall control site environmental conditions. Temperature, humidity and electricity should be monitored and controlled as specified in the applicable product specification.
4. Company agrees not to open, or allow others to open, sealed components whether for the purpose of repair or otherwise. Company also agrees not to tamper with the systems in any way.
5. Subject to Company security policies, the Company shall provide Activu customer support representatives with full and free access to perform the services specified by this Agreement including unlimited access to the facility during non-working business hours, if required.
6. The Company shall provide Activu with the names of the Primary Contacts.

**Section 4. Charges.** The charge for this Support Agreement is listed in SOV. Activu shall have the right to charge for additional hours resulting from Activu's technicians not being able to perform their work on site in an efficient manner due to encumbrance beyond control of Activu or Activu's technicians. Such charges will be in accordance with the Activu standard published rates then in effect.

1. The support charge under this Agreement will be billed quarterly in advance.
2. Charges for maintenance service resulting from Company requests for reasons other than normal wear and tear, macro scripting of programs, training or system enhancements will be billed after completion of the service.
3. Payment of all charges is due net 30 and payable upon receipt of invoice. Activu shall have no obligation to provide support services if payment of any support charge is past due by more than ten (10) days.
4. Activu will provide a 30 day advance notice to the Company of the expiration and renewal of this Agreement. This Agreement will renew at the than current rate. Unless Activu receives written notice by the Company not to renew prior to the expiration, this agreement along with the terms and conditions herein, will be extended to the renewal period.
5. System enhancements to be included under this agreement such as equipment and/or software added during the term of this agreement or renewal term will be billed to the Company on a pro-rata basis.
6. In addition to the charges due under this Agreement, the Company agrees to pay or reimburse Activu for any use or like taxes or charges resulting from this Agreement.

**Section 5. Limitation of Remedy.** Activu shall not be liable for any damages caused by delay in furnishing equipment, software products, services or any other performance under this Agreement. The sole and exclusive remedy for any breach of warranty, express or implied, including without limitation any warranties of merchantability or fitness, and the sole remedy for Activu's liability of any kind, including liability for negligence, with respect to the equipment, software products and services furnished and all other performance by Activu pursuant to this Agreement shall be limited to the repair or replacement obligations under this Agreement for any defective equipment or parts, and shall in no event include any incidental or consequential damages.

### **Section 6. General Provisions.**

1. This Agreement shall be governed by the laws of the State of New York. There are no understandings, agreements or representations, expressed or implied, not specified in this Agreement. This Agreement supersedes any and all prior Agreements or understanding between the parties with respect to the products covered by this Agreement, and may not be changed or terminated except by written notification. If any of the provisions of this Agreement are held invalid under the law, they are deemed omitted and the remainder of this Agreement shall be binding.
2. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written amendment by the parties hereto.
3. No action, regardless of form, arising out of the transaction under the Agreement, may be brought by either of the parties more than one (1) year after the cause of action has occurred.
4. Company shall not assign any rights or claims under the Agreement without prior written consent.
5. It is expressly understood that if either party, on any occasion, fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
6. Company acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms.

**VILLAGE OF FREEPORT**  
**INTERDEPARTMENT CORRESPONDENCE**

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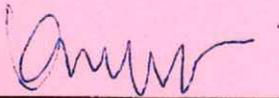
To: Mayor Kennedy  
From: Kathleen Murray  
Date: September 8, 2023 DRAFT  
Re: Pro-Housing Community

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Based upon your advice, I propose the Village becomes a Pro-Housing Community as per the NYS Department of Homes and Community Renewal program. Participation in this program will give the Village extra points on certain grant applications and may give us the opportunity to win grant funding for infrastructure investment in support of new housing development in the Village.

In the past five years we have approved building permits to support the development of 142 new housing units in the Village. We anticipate there will be several hundred proposed in the next few years including those at the proposed Bishop Ronald H. Carter Manor and others.

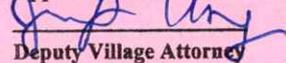
To become a Pro-Housing Community the Village must pass a resolution, submit a letter of intent and provide the State with detailed information about our Zoning Code and recent and planned building. Today I propose the passage of the resolution (which uses the State's language) and permission to submit the letter of intent.



---

Kathleen Murray

Approved as to form



Deputy Village Attorney

cc: Robert Fisenne  
Sergio Mauras

RESOLUTION No: [INSERT RESOLUTION NUMBER]

[Member of highest body of elected officials] \_\_\_\_\_ moved and [other member of highest body of elected officials] \_\_\_\_\_ seconded that

WHEREAS, the Village of Freeport (hereinafter “local government”) believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State’s economic growth and community well-being;

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities;

WHEREAS, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities;

WHEREAS, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

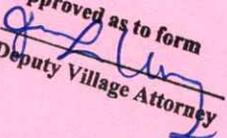
NOW, THEREFORE, IT IS HEREBY RESOLVED that Village of Freeport, in order to take positive steps to alleviate the housing crisis, adopts the ProHousing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez

VOTING  
VOTING

Approved as to form  
  
Deputy Village Attorney

Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING



**VILLAGE OF FREEPORT**

46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520

Tel. (516)377-3209 E-mail: [RKennedy@freeportny.gov](mailto:RKennedy@freeportny.gov)

**ROBERT T. KENNEDY**  
MAYOR

September 7, 2023

Department of Homes and Community Renewal  
New York State  
Via Email

To Whom it May Concern:

The Incorporated Village of Freeport intends to apply for status as a Pro-Housing Community as determined by New York State.

Sincerely,

Robert T. Kennedy  
Mayor

# INCORPORATED VILLAGE OF FREEPORT DEPARTMENT OF PUBLIC WORK

## INTER-DEPARTMENT CORRESPONDENCE

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To: Mayor Robert T. Kennedy

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

Date: September 19, 2023

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### **RE: INSTALLATION OF GYM FLOORING AT FREEPORT ARMORY**

The Department of Public Works requested to enter into a contract to install a new gym floor at the Freeport Armory. The contract would be for a new wooden gym floor to be installed at the Armory in the main drill hall. The floor will be used by Rising Stars Youth Foundation, the current tenant for that portion of the building.

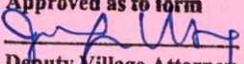
This contract was approved at the Board of Trustees meeting on September 12, 2023. It was originally requested that the project be funded through the Armory's Budget FYE 2024 (A698904-540300 – Maintenance of Buildings and Grounds) of which funds are not available and will need to be transferred from contingency. It was later determined that it would be more fiscally prudent to charge the project to Account # (A632602 522005 - FREEPORT ARMORY PHASE 2 CONST)

Therefore it is requested that the Village enter into a contract with:

**PARSONS Commercial LLC**  
**665 Commercial Avenue**  
**Garden City, N.Y. 11530**

For the installation of a new gym floor at the Village of Freeport Armory for a total cost of \$254,876.16. The cost for this installation will be charged to Account # (A632602 522005 - FREEPORT ARMORY PHASE 2 CONST). We anticipate reimbursement of the entire project cost through an intermunicipal agreement with Nassau County (see attached).

  
\_\_\_\_\_  
**Robert R. Fisenne, P.E.**  
**Superintendent of Public Works**

Approved as to form  
  
\_\_\_\_\_  
**Deputy Village Attorney**

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

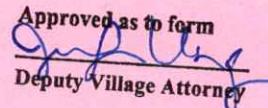
**WHEREAS**, on September 12, 2023, the Board approved the contract with Parsons Commercial LLC, 665 Commercial Avenue, Garden City, NY 11530, for a total cost of \$254,876.16 with the cost charged to the Armory's Budget FYE 2024 (A698904-540300 – Maintenance of Buildings and Grounds); and

**WHEREAS**, it was later determined that it would be more appropriate to charge the project to Account # (A632602 522005 - FREEPORT ARMORY PHASE 2 CONST); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Comptroller be and hereby is authorized to change the funding account with Parsons Commercial LLC, 665 Commercial Avenue, Garden City, NY 11530, for a total cost of \$254,876.16 to Account # (A632602 522005 - FREEPORT ARMORY PHASE 2 CONST).

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works                      September 13, 2023  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 12, 2023:

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

**WHEREAS**, the Department of Public Works is requesting Board authorization to enter into a contract to install a new gym floor at the Freeport Armory; and

**WHEREAS**, the contract would be for a new wooden gym floor to be installed at the Armory in the main drill hall. The floor will be used by Rising Stars Youth Foundation, the current tenant for that portion of the building; and

**WHEREAS**, the most cost-effective way to accomplish this task would be to utilize an existing New York State contract for the installation of flooring; and

**WHEREAS**, Parsons Commercial LLC, 665 Commercial Avenue, Garden City, NY 11530, currently has a flooring requirements contract with New York State (Contract PC69412) for a total cost of \$254,876.16; and

**WHEREAS**, the cost for installation will be charged to the Armory's Budget FYE 2024 (A698904-540300 – Maintenance of Buildings and Grounds) of which funds are not available and will need to be transferred from contingency; the Village anticipates reimbursement of the entire project cost through an inter-municipal agreement with Nassau County; 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 documentation to approve a contract with Parsons Commercial LLC, 665 Commercial Avenue, Garden City, NY 11530, for a total cost of \$254,876.16.

The Clerk polled the Board as follows:

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

---

cc:

Auditor

Electric Utilities

Registrar

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** September 19, 2023  
**RE:** Engineering Services for Drainage Improvements at South Long Beach Avenue and the Woodcleft Avenue Area

---

The Village intends to make modifications to the existing drainage systems in the vicinity of Suffolk Street, S. Ocean Avenue, Woodcleft Avenue, Hamilton Avenue, and Adams Street. The outfall pipes and associated structure at these locations will be replaced and submersible stormwater pumps will be installed. This project will be put out to bid, but before that can happen, the Village requires the services of an Engineering Firm to complete the survey and basemapping, create detailed design and construction plans, and prepare bid specifications. The Engineering Firm would also review bids received and attend meetings regarding the project.

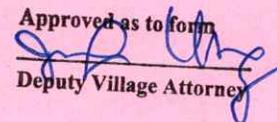
Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, NY 11776 is a company with the experience and expertise to perform these specialized tasks. The attached proposal outlines the tasks in more detail. The total estimated cost for this contract would be \$47,000.00. Funding will be provided in the capital account (H599702 526120) 2021 Stormwater Improvements-Woodcleft Ave Pumps, Pits.

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



---

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for engineering services for drainage improvements to the existing drainage systems in the vicinity of Suffolk Street, South Ocean Avenue, Woodcleft Avenue, Hamilton Avenue, and Adams Street; 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**, Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, New York 11776, possesses those certain skills, knowledge, and expertise of a specialized nature; and

**WHEREAS**, Hayduk Engineering will complete the survey and basemapping, create a detailed design and construction plans, and prepare bid specifications; and

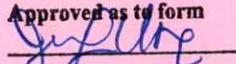
**WHEREAS**, the total estimated cost for this contract would be \$47,000.00; and

**WHEREAS**, funding will be provided in the capital account (H599702 526120) 2021 Stormwater Improvements-Woodcleft Ave Pumps, Pits; 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 documentation necessary to accept the proposal for engineering services with Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, New York 11776, for a total of \$47,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PROPOSAL**

September 12, 2023

Inc. Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

Re: Village of Freeport  
Stormwater Improvements  
Civil Engineering Services

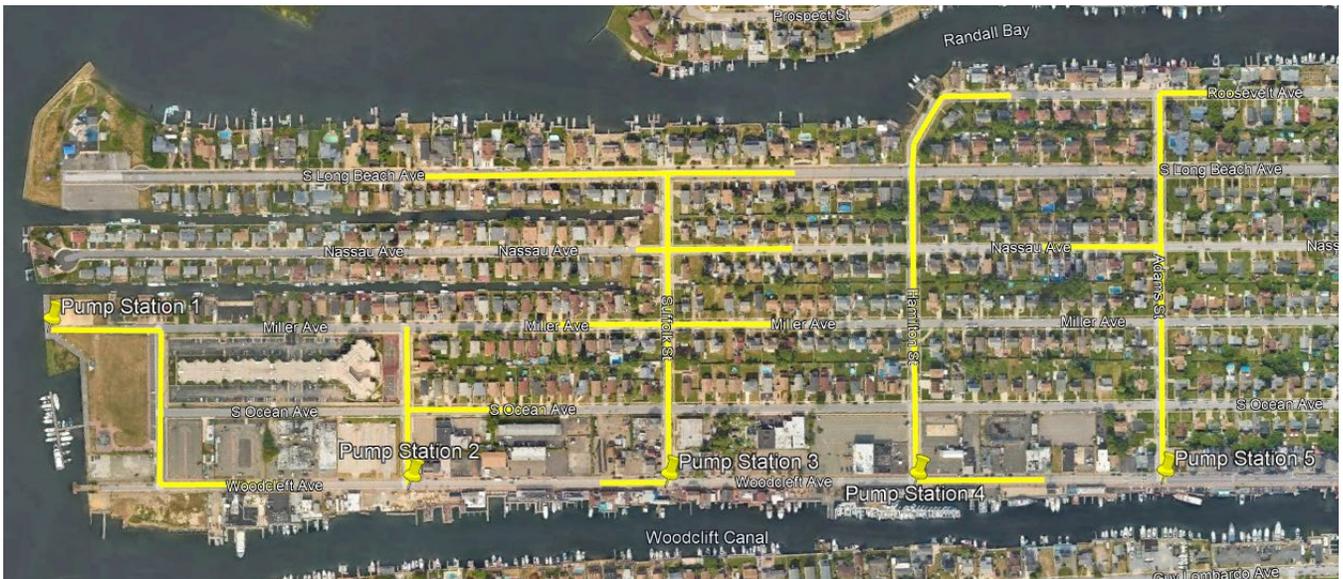
Att: Mayor Robert T. Kennedy

Dear Mayor Kennedy:

Hayduk Engineering, LLC is pleased to present this Proposal to provide civil engineering services to design improvements to the storm drainage collection and outfall system servicing the residential neighborhood along Woodcliff Canal. The terms of our agreement are as follows, as depicted in Exhibit A – Scope of Services, Exhibit B – Fees, Exhibit C – Terms and Conditions, and Exhibit D – Standard Hourly Fee Schedule:

**PROJECT DESCRIPTION**

The Village of Freeport has been installing stormwater pump stations in an effort to quickly evacuate trapped water from the roadways, out through existing outfalls. To date, the Village has installed six (6) pump stations and under this new project, five (5) additional pump stations would be designed, as well as some interconnecting storm pipe tying systems together. See the image below for the proposed work locations along Woodcliff Avenue:





## **EXHIBIT A – SCOPE OF SERVICES**

### **A. Contract Plans and Specifications**

Hayduk Engineering will provide the following services during this phase of the project:

- Conduct an initial site visit to all project work locations to make observations of existing conditions, including opening catch basins and drainage manhole covers where possible, within the areas of work. A detailed condition assessment and inspection of existing infrastructure is not included, only surface level visual observations for the purposes of preparing the design documents.
- Review all existing record documents in detail. It is our understanding that the Village is seeking to implement the same design completed at the six (6) prior pump stations for this project, however, Hayduk Engineering will seek to make improvements to the prior design if any appear feasible and desirable by the Village, to be decided by the Village after presented by HE.
- Our team for this project includes subconsultant Control Point Associates (CPA), who will be providing land surveying services necessary for providing a basis of information to complete the proposed design documents. Hayduk Engineering will manage CPA's efforts and will coordinate the surveying work as part of our services.
- Prepare a watershed delineation, characterize each catchment, and prepare hydraulic and hydrologic calculations and a HydroCAD stormwater model (if deemed necessary by our office), to quantify peak stormwater runoff discharge flow rates for each catchment and outfall.
- Review equipment cut sheets for pumps, level sensors, valves, and control panels for the five (5) proposed pumping stations and make equipment selections. The Village has previously installed Crane Pumps (Deming), and it is preferable to have the same manufacturer and even the same pump model if flow conditions allow it when possible when implementing programmatic systems like this for ongoing maintenance purposes, ordering replacement parts, and the like. However, Mayor Kennedy requested that we also review Tsurumi pumps as an alternate. Hayduk Engineering has extensive experience designing submersible pumping systems for both sanitary and stormwater applications and if desired, we can review a wider range of pumps that would be suitable for this application, to be discussed further with the Village. At a minimum, we will consider Deming and Tsurumi as requested by the Village.
- Prepare Contract Plans (one set of plans for all work), including:
  - General Notes and Legend Sheet
  - An Overall Site Plan showing all the locations of Contract work.
  - Detailed site plans and profiles for the interconnected pipe locations.
  - Detailed site plans, mechanical plans, and section views of the 3 new pump station locations.
  - Electrical single line diagrams.



- Maintenance and protection of traffic plans.
- Erosion and sediment control plans.
- Construction details.
- Prepare a Technical Specification book in CSI format for all work items.
- Prepare a construction cost estimate for the project.
- HE will meet attend up to three (3) meetings with the Village throughout the design phase, including a final meeting to present the completed Contract Documents.

### **ADDITIONAL SERVICES**

Additional Services are outside the scope of this Proposal and will be billed on a time and expenses basis, in accordance with our Standard Hourly Fee Schedule (Exhibit D), if requested. Additional services may include, but are not limited to, the following:

- All services not specifically listed in this proposal.
- Obtaining permits or approvals from any review agency, including application fees.
- Attendance at meetings and participation in conference calls other than those specifically named herein.
- Travel and subsistence.
- Printing services.
- Soil borings.
- Bidding and construction phase services.
- Preparation of bidding documents.
- Roadway resurfacing plans.



**EXHIBIT B – FEES**

All fees listed below are lump sum fees unless otherwise noted:

Phase	Description	Fee
A	Contract Plans and Specifications	\$35,000
B	Surveying Services	\$12,000
<b>TOTAL</b>		<b>\$47,000.00</b>

**BILLINGS**

Billings will be monthly, or at the completion of any intermediate milestone, whichever is sooner, and shall be paid within thirty (30) days of receipt.

If this Proposal meets with your approval, please return one signed copy to this office to initiate our services.

Sincerely,  
HAYDUK ENGINEERING, LLC

Stephen A. Hayduk, P.E.

**Accepted by: /s/** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



## **EXHIBIT C – TERMS AND CONDITIONS**

This document is incorporated in and forms a part of the Contract between **HAYDUK ENGINEERING, LLC** (the "Firm" or "We"), and (the "Client", "you" or "your"), to which these Terms and Conditions are attached:

- 1. FIRM'S RESPONSIBILITY** – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Scope of Services"), and in a manner consistent with that level of care and skill ordinarily exercised by comparable under similar circumstances, at or near the same location, at the time the Scope of Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete Scope of Services within a reasonable period of time, subject to external parameters and delays and elements not within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract. The Firm has no duty, obligation or responsibility for the work and scope of services excluded in the attached Contract which exclusion includes, but is not limited to, responsibility for job site safety. The Firm shall meet the applicable standard of care which is in effect at the time the Firm performs its Services. The Firm shall perform the Services in accordance with the requirements of applicable codes, regulations, and any current written interpretation of same which have been published, enacted and are in effect as of the date of this Contract. In the event of any changes in such codes, regulations or interpretations which occur at any time after the date of this Contract or during the course of the Project and which result in a substantive change or increase of or to the Services, same is not included in the Scope of the Services described in the Contract and if Client desires that the Firm address those changes or interpretations, the Parties shall enter into an amendment or change order to provide for reasonable additional compensation to the Firm for the time and expense of addressing such changes. The following sentence is intended to make clear that the Firm is not responsible for any cost or expense that provides betterment, upgrade, or enhancement of or to the Project. The Client shall bear all costs of any and all changes that result in betterment to the Project, and same shall not be a basis for a claim against the Firm.
- 2. CLIENT RESPONSIBILITY** – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or the Project or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, such that the Firm may perform and complete in the most efficient fashion. The Firm is entitled to rely upon the accuracy of all Contract Documents. The Firm assumes no responsibility for errors and omissions that may or do exist in the data or related design plan that Client or Client's other consultants, contractors and professionals provided, and Client is solely responsible for same.
- The Client acknowledges that the Firm has no ongoing maintenance or repair responsibilities related to the Services or the Project, but rather that the Client is fully responsible for all ongoing and future maintenance and repair for any items, elements and/or features described or depicted in any plans, drawings, or specifications related to the Project. Plan notes and details, which are included on the plans that the Firm prepares, are part of the scope of Services in this Contract. The Client is fully responsible for ensuring that the Client's contractors or professionals strictly follow and comply with the Plan notes and details therein. In the event a conflict arises between the Scope of Services described in this Contract and/or the Plan notes and details, the Plan notes and details take precedence with respect to the performance of the work and services described in the Plan. The Firm recommends that the Client obtain and retain legal counsel to provide Client with legal and land use advice and guidance throughout the entirety of the Project. The Client authorizes the Firm to communicate with the Client's attorney, as needed. If, as part of the Firm's Services in this Contract, the Firm will provide testimony and assist in presentations at municipal meetings, note that the Firm cannot and will not provide legal representation or guidance at municipal meetings or at any other time, which must only be provided by Client's retained legal counsel. In the event legal issues are identified and conveyed to the Client, it is the Client's responsibility and/or the Client's legal counsel's responsibility to instruct the Firm as to how the Client will proceed with respect to said legal issue(s).
- 3. PAYMENT TERMS** – The Firm agrees to perform the Services and the Client agrees to pay the Firm for the Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Services and invoicing Client for same. The Firm shall generate Invoices for Services and expenses monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than thirty (30) days of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Services as described herein. Also, if Client fails to respond to Firm's written request regarding the status of a payment that is then due or overdue hereunder, within two (2) business days of the Firm's written request to Client for same, the Firm may, two (2) days after the Firm delivers the above written request to the Client (email delivery is satisfactory)



immediately cease all Professional Services hereunder, without further notice, until the Client responds to the request for payment status and said response is reasonably satisfactory to the Firm. Additionally, if Client fails to meet its payment obligations to the Firm required hereunder, the Firm may, at its discretion, use or apply a Client retainer for any project to satisfy monies the Client owes to the Firm on this Project or any other project.

In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house Counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Client retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Services and expenses, the Firm shall refund any remaining retainer to the Client, after Client's request. The Firm reserves the right to modify or increase its billing rates and reimbursable expense rates on an annual basis.

Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.

**4. INDEMNIFICATION – Client and the Firm**

A) THE FIRM TO CLIENT: The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for third party: losses, injuries, damages, claims, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or

subconsultant's negligent error(s) and/or omissions(s) in providing the Scope of Services in accordance with this Contract; provided, however, that the Firm's obligation hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages and further shall not exceed the amount of insurance coverage the Firm maintains. The Firm's liability for reasonable and necessary defense costs incurred by indemnified persons or parties shall be limited to the proportionate extent caused by the negligent acts, errors or omissions herein and recoverable under applicable law as a direct and proximate result of the negligence. It is agreed that Firm's liability for any claim for damages, cost of defense, Firm indemnification obligation, Firm hold harmless obligation, or expenses which the Client or any third party may or does assert against the Firm for or as related to any and all design defects, errors, omissions, breach of contract, negligence and/or professional negligence shall be limited to \$50,000 or two times (2X) the total compensation received by the Firm for the specific Proposal or Work Order in question, whichever is greater. Under no circumstances shall the Firm be liable for extra costs, indirect damages, consequential damages or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability described above to \$50,000 or two times (2X) the amount of the Firm's fee for a Proposal or Work Order is a specifically bargained-for provision of this Contract and these Terms and Conditions, reflected in the Firm's fees. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage. The Firm's liability for reasonable and necessary defense costs incurred by indemnified persons or parties shall be limited to the proportionate extent caused by the negligent acts, errors or omissions herein and recoverable under applicable law as a direct and proximate result of the negligence.

B) CLIENT TO THE FIRM: Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subconsultants (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any third party claim or loss of and/or for damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to The Firm Parties or Third Parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, action(s) and/or omission(s). Client, as used in this Article IV B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.

5. **OWNERSHIP OF DOCUMENTS** – All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares,



either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property. Upon Firm's receipt of payment in full for all Services and expenses related to the Firm's creation of the Firm Materials or as required hereunder, the Firm shall convey to the Client a nonexclusive license to use the Firm Materials for the sole purpose of completing the work for the Project identified in the Contract. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Services, the Firm will retain all pertinent records related to the Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"), are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation.

The Client agrees not to transfer, send, share, copy, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further covenants and agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse").

The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and The Firm Parties harmless from any and all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house Counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, use of the Firm Materials in spite of the Client's failure to meet its payment obligations to the Firm hereunder, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees that the Firm shall not be liable for any damage, injury to or death of persons, or damage to property of Client or any other person or entity, from any cause whatsoever, arising from or in any way relating to Client's Misuse or reuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, which requirement of a writing cannot be waived.

6. **REVOCAION OF CERTIFICATION OR STATEMENTS** – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, The Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.
7. **CLIENT'S UTILITY AND SUBSURFACE RESPONSIBILITIES OBLIGATIONS** - The location of existing utilities to be shown on plans may be developed from a combination of: the appropriate jurisdiction's "One Call System," existing utility records, plans prepared by others, above ground examinations on site and other materials and information. Accordingly, the completeness or accuracy of the precise physical location and depth of any and all utilities are not within the Scope of Services contained in the Contract. The Owner and Client shall use sufficient quality levels of subsurface utility surveying and engineering to properly determine the existence and position of underground facilities. Should new construction be proposed, the Client is solely and completely responsible, in consultation with Client's other professionals, consultants and contractors, for verifying the physical location and depth of all utilities before the start of any construction. The Firm recommends that the Client engage a subsurface utility engineering company, preferably during the design phase, but no later than the bid phase for the work related to utility installation, to physically locate existing underground utilities when construction is proposed in the vicinity of or anywhere near the existing utilities. If the Client decides not to engage a subsurface utility engineering company, then the Client accepts full and sole responsibility for design, redesign, delays and/or damage from utility conflicts that may or do occur during construction and all costs related to same.
8. **TERMINATION** – Client may terminate the Contract if the Firm fails to substantially perform under the Contract, after five (5) business days' written notice to the Firm and an opportunity for the Firm to cure during that time period. The Client may terminate this Contract for convenience after three (3) business days' written notice to the Firm of said intention. The Firm may terminate the Contract if Client breaches the Contract or these Terms and Conditions. The Firm may terminate the Contract if the Client (a) commits a material breach or material default in the performance or observance of any of its obligations under this Contract, and (b) such breach or default continues for a period of five (5) business days after delivery by the Firm of written notice detailing such breach or default. If the Client's breach or default relates to its payment obligations under Article III, the Firm shall have the right to terminate all contracts and work with the Client subject to the same notice and cure procedures outlined in this Article VIII. The terminating party must provide the other party with three (3) business days' written notice, which Notice describes, in detail, the reasons, to the extent they exist, for the termination. In the event either party terminates the Contract for any reason, Client shall pay the Firm for all Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article 16.



9. **ASSIGNMENT** – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. The Client shall not assign or transfer this document or any interest herein or obligation hereunder without the Firm's prior written consent, which consent shall not be unreasonably withheld. The Firm may assign or transfer this document, the attached Contract or any interest herein to any "Affiliate" of the Firm. The Firm may, without the Client's consent, subcontract any portion of the Services hereunder or under the Contract.
10. **NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall **not** be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.
11. **NON-SOLICITATION** – Client agrees not to solicit, recruit or hire any employee of the Firm or any of the Firm's affiliated entities both during the term of this Contract and for at least one (1) year after the termination or expiration of this Contract (regardless of the cause of the termination or expiration).
12. **EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or entity with common ownership with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.
13. **CONSEQUENTIAL DAMAGES AND LIABILITY** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's Termination of the Contract pursuant to Articles 8 and/or 12, hereunder. No principal, officer, owner, shareholder or employee of the Firm shall have personal liability for actions taken in the performance of Services under this Contract.
14. **SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions or the Contract. The titles given to the Articles in this document are for ease of reference, *only*, and shall not be relied upon or utilized for any other purpose. Where any language in this Contract and/or these Terms or Conditions conflicts or is inconsistent with the state-specific changes, the state-specific changes shall control.
15. **THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.
16. **NOTICES** – Whenever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery. Legal Counsel for any party hereto shall be entitled to give any notice for such party. The date of delivery of any notice provided for herein shall be the date after the date of deposit to the overnight delivery service, or two days after the deposit if sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.
17. **ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by a writing, signed by the parties hereto. This document is to be interpreted without regard to any rule of construction as to which party drafted this document.
18. **FORCE MAJEURE** – The Firm shall not be responsible for its performance, delays, damages and the like hereunder and shall be excused from same for any failure or delay in the Firm's performance of its obligations hereunder arising or caused directly or indirectly by forces or events beyond its control including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, catastrophes, acts of God, interruptions, loss or malfunctions of utilities, communications or computer hardware and/or software or any other causes beyond the Firm's control.
19. **VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, etc., in any other venue, jurisdiction or location. This document shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract. Any applicable

statutes of limitations shall begin to run no later than the substantial completion of the Firm's Services.

- 20. INSURANCE** - Firm represents and warrants that it now has in full effect and will maintain the following insurances for the duration of this project:

Firm will furnish to the Client certificates of Insurance upon request. Premiums for insurance coverage in excess of these coverage's, when requested by the Client, will be charged to the project and are subject to reimbursement.

- a. Commercial General Liability Insurance covering as insured FIRM and as an additional insured Client with the following limits of liability:

Personal Adv. Injury - \$1,000,000 each occurrence

General Aggregate - \$2,000,000 in the aggregate

Umbrella Liability - \$3,000,000 for each occurrence

- b. Worker's Compensation Insurance securing compensation for the benefit of Firm's employees as required by the Worker's Compensation Law. Premiums for additional insurance coverage required for work on or near the waterfront will be charged to the project and are subject to reimbursement.
- c. Comprehensive Automobile Liability Insurance covering owned, non-owned, and hired vehicles will be provided upon request.
- d. Professional Liability Insurance insuring against negligent acts, errors and omissions by Firm, in an amount of \$3,000,000 per claim..



## EXHIBIT D - STANDARD HOURLY FEE SCHEDULE

Updated as of January 1, 2023

BILLING TITLES AND RATES	
CLASS OF LABOR	BILLING RATE
Principal Engineer	\$275
Chief Engineer	\$265
Discipline Director	\$250
Sr. Engineer	\$190
Sr. Transportation Planner	\$180
Project Manager	\$175
Assistant Project Manager	\$140
Project Engineer II	\$160
Project Engineer	\$150
Staff Engineer II	\$130
Staff Engineer	\$115
Sr. Engineering Technologist	\$135
Engineering Technologist	\$115
Sr. CADD Operator	\$125
CADD Operator	\$105
Technician	\$90
Resident Engineer	\$160
Office Engineer	\$120
Chief Inspector	\$135
Sr. Construction Inspector	\$125
Construction Inspector	\$115
Public Relations Representative	\$150
Secretary/Administrative Assistant	\$100
SPECIAL SERVICES	
SERVICE BY PRINCIPAL	BILLING RATE
<b>Expert Testimony</b> – Including court appearances, EBTs, public/other hearings	\$3,500 per day or part thereof, plus expenses
<b>Assignments requiring travel</b>	\$3,500 per day or part thereof, plus expenses; client will pay separately for airfare, mileage, tolls, carfare, taxis, limos, and all other travel expenses, lodging, meals while on trip, gratuities and related expenses
OUT-OF-POCKET EXPENSES	
ITEM	RATE
Mileage	\$0.655 / mile
Scanning	1.00 / SF
Plotting/copying (paper)	0.50 / SF
Original color plots	2.50 / SF
Report/specification printing & binding	\$50 / copy
Extraordinary postage/delivery and other expenses	Cost + 10%
Outside services	Cost + 10%
Permits & Fees	Paid directly by client

**NOTE:** Rates may be increased from time to time, as salaries and costs increase. Hourly rates are charged for travel time, from portal to portal, in addition to mileage and travel expenses.

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

To: Mayor Robert T. Kennedy  
From: Victoria Dinielli, Manager - Recreation Center  
Date: September 7, 2023

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**Re: Freeport Fall Festival - Fire Expo & Children's Parade**

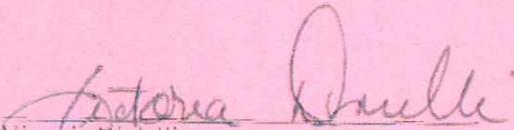
Permission is requested to schedule a Freeport Fall Festival on Woodcleft Avenue for Sunday, October 29, 2023 from 12pm - 4pm. This Village of Freeport event will be a joint project, organized by the Freeport Recreation Center, the Freeport Fire Department and the Freeport Chamber of Commerce.

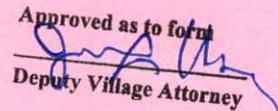
The Freeport Fire Department will host their annual Fire Expo in the municipal parking adjacent to the Splash building and across from the Village Esplanade between 12pm and 4pm. They will set up their trucks and displays in the south portion of the parking lot. The Chamber of Commerce will host the "Annual Chowder Contest" from 1pm - 4pm. Limited vendors and activities, including a Farmer's Market will be set-up in the municipal lot as well as the Village Esplanade, directly across the street.

The Village of Freeport will host a Fire Department and Children's Costume Parade at 12pm. Line-up will begin approximately 11:30 by Sea Breeze Park. The parade will start by Sea Breeze Park on Richmond Street and proceed north on Woodcleft Avenue to the municipal parking lot, south of Hamilton Street, where the Fire Expo and Fall festival will be set up. Woodcleft Avenue will be partially closed for the duration of the parade. Estimated parade time should be 1.5 hours.

The Recreation Center, Department of Public Works, Police Department and Fire Department will work together to ensure the safety and order throughout the day. I request that this item be added to the agenda and presented at the next Village Board Meeting for approval.

Thanking you in advance for your attention to this matter.

  
Victoria Dinielli  
Manager, Recreation Center

Approved as to form  
  
Deputy Village Attorney

CC: M. Smith - Chief, Freeport Police  
R. Fisenne - Superintendent Department of Public Works  
S. Mauras - Building Department  
R. Maguire - Executive Director Freeport Fire Department

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

**WHEREAS**, the Village of Freeport wishes to hold a Freeport Fall Festival on Woodcleft Avenue on Sunday, October 29, 2023 with events running from 12PM to 4PM, jointly organized by the Freeport Recreation Center, the Freeport Fire Department, and the Freeport Chamber of Commerce; and

**WHEREAS**, the Freeport Fire Department will hold its annual Fire Expo with trucks and displays in the parking lot adjacent to the Splash building and across from the Village Esplanade between 12 noon and 4PM; and

**WHEREAS**, the Chamber of Commerce will host the "Annual Chowder Contest" from 1PM to 4PM; and

**WHEREAS**, limited vendors and activities, including a Farmer's Market will be set up in the municipal lot, as well as at the Village Esplanade, directly across the street; and

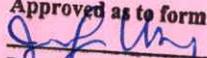
**WHEREAS**, the Village will host a Fire Department and Children's Parade at 12 noon (with line-up beginning at approximately 11:30) from Sea Breeze Park on Richmond Street and proceed north on Woodcleft Avenue to the municipal parking lot, south of Hamilton Street, with an estimated parade time of 1.5 hours; and

**WHEREAS**, the Recreation Center, Department of Public Works, Police Department, and Fire Department will work together to ensure the safety and order throughout the day; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve the Freeport Fall Festival on Woodcleft Avenue on Sunday, October 29, 2023 with events running from 12PM to 4PM, jointly organized by the Freeport Recreation Center, the Freeport Fire Department, and the Freeport Chamber of Commerce.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**INCORPORATED VILLAGE OF FREEPORT  
RECREATION CENTER  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Victoria Dinielli, Recreation Center Manager

Date: September 20, 2023

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RE: Men/Ladies Locker room renovation

The Freeport Recreation Center is requesting approval to enter into a contract to renovate the Ladies/Men's locker rooms located in the main lobby of the Freeport Recreation Center. These locker rooms are used by members who utilize the pools and fitness areas of the facility.

The work will be performed by Enecon North East. Enecon is a Nassau County contracted vendor, (contract #BPNC19000047). Attached, please find Enecon's proposal for a wall/floor epoxy system installation.

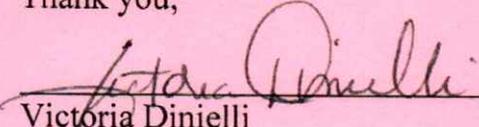
The proposal submitted by Enecon North East is in the amount of \$130,000. Enecon will install seamless epoxy flooring and wall system to the men's and ladies bathroom and shower areas. The current facilities are original to the Rec Center and nearly 50 years old.

Therefore it is requested that the VOF enter into a contract with:

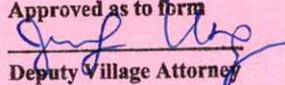
Enecon North East  
150 Schmitt Blvd., Farmingdale, New York 11735  
516-771-4184

This will be a VOF capital project funded by account# H719702 522075.

Thank you,

  
Victoria Dinielli  
Manager  
Freeport Recreation Center

Approved as to form

  
Deputy Village Attorney

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

**WHEREAS**, the Recreation Center Manager is requesting Board approval for the proposal for the renovation of the Ladies'/Men's locker rooms located in the main lobby of the Freeport Recreation Center; and

**WHEREAS**, Enecon North East, 150 Schmitt Blvd., Farmingdale, NY 11735, a Nassau County Contractor, (contract #BPNC19000047), completed a proposal for the installation of seamless epoxy flooring and wall system to the men's and ladies' bathroom and shower areas; and

**WHEREAS**, the total cost for this contract is \$130,000; and

**WHEREAS**, Enecon North is an existing Nassau County contractor; and

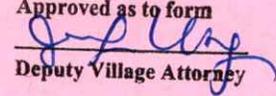
**WHEREAS**, this expense will be charged to capital project account# H719702 522075; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to accept the proposal for the renovation of the Ladies'/Men's locker rooms of the Freeport Recreation Center with Enecon North East, 150 Schmitt Blvd., Farmingdale, NY 11735, for a total of \$130,000.

The Clerk polled the Board as follows:

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

Approved as to form

  
Deputy Village Attorney



150 Schmitt Blvd  
Farmingdale, NY 11735

March 31, 2023

Victoria Dinelli  
Jonathan Henry  
Freeport Recreational Services  
130 East Merrick rd.  
Freeport, New York 11550

Tel: 516-771-4184

Contract # BPNC19000047

**Project Proposal**  
**Upgrades for Bathrooms**  
**Location: Freeport Recreational center**

**Project Scope:**

The Freeport Recreational center has requested proposal for upgrades to the Freeport Recreational men's and women's bathroom and shower area. They have requested a proposal to have the floor/wall surfaces sealed with 100% solids, semi-elastomeric, polymer composite utilizing a high compression industrial floor/wall system. The final coating system will consist of seamless industrial, UV resistant flooring/wall system consisting of liquid polymers and quartz aggregate in the floor and vinyl-colored flakes in the wall surfaces. This will provide a seamless floor and wall system. In addition, they have requested some options to replace some of the bathroom and shower fixtures to have touch-less flushers on the urinals and toilets along with timed push button shower bodies.

**Option # 1 (no plumbing)**

1. Facility to remove all fixtures sinks, toilets, or anything else that would impede the Enecon Coating Process (removal of fixtures makes for a better job, we can tape out and go around each fixture if facility does not want to remove fixtures)
2. Enecon to install seamless epoxy floor and wall system to the men's and women's bathroom and shower areas.

**Option # 1 coating only cost: \$130,000.00**

RESOLUTION CONFIRMING AUTHORIZATION FOR THE VILLAGE OF FREEPORT TO RENEW A CABLE TELEVISION FRANCHISE AGREEMENT WITH VERIZON NEW YORK, INC. TO OPERATE A CABLE SYSTEM IN THE VILLAGE OF FREEPORT, NY

WHEREAS, the Village of Freeport, Count of Nassau, State of New York, (the "Village") is a "franchising authority" in accordance with Title VI of the Communications Act of 1934, (the "Communications Act"), and is authorized to grant one or more nonexclusive cable television franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended (collectively the "Cable Laws");

WHEREAS, the Village duly executed a franchise renewal agreement with Verizon New York, Inc. (the "Franchisee") which was thereafter confirmed and made effective by the New York State Public Service Commission on December 15, 2006 for a term of ten (10) years (PSC Order 06-V-1416); and

WHEREAS, said franchise agreement thereafter expired on December 15, 2016; and

WHEREAS, Franchisee has submitted a proposed franchise renewal agreement (the "Franchise Renewal Agreement") to continue operating said cable system within the Village for a period of five (5) years; and

WHEREAS, the Village and Franchisee, each acting by their duly authorized representatives, have mutually agreed to the terms of said Franchise Renewal Agreement; and

WHEREAS, the Village, acting by its duly authorized Board of Trustees, has determined that the Franchisee is and has been in substantial compliance with all terms/provisions of its existing franchises and applicable law; and

WHEREAS, the Village, acting by its duly authorized Board of Trustees, has determined that Franchisee has the requisite legal, technical and financial capabilities to operate cable systems within the Village and that Franchisee's proposals for renewal of the franchises meet the cable related needs of the Community; and

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Village to be heard on the proposed Franchise Renewal Agreement, was held before the Village Board of Trustees on June 19, 2023, and

WHEREAS, by resolution duly adopted on June 19, 2023, the Board of Trustees of the Village of Freeport granted the application for renewal of cable franchise, and authorized the execution of the franchise renewal agreement on behalf of the Village, and

WHEREAS, due to circumstances beyond the control of the Village, no application to the Public Service Commission for confirmation of the franchise renewal agreement was made within the required time limit, by reason of which this resolution is required to confirm and memorialize the Village's approval of the franchise renewal agreement,

NOW, THEREFORE, be it

RESOLVED, that the Village Board of Trustees hereby finds and determines that it is in the best interest of the public to award the Franchise Renewal Agreement to the Franchisee for a term of five (5) years; and be it

FURTHER RESOLVED that the Village Board of Trustees hereby authorizes the Mayor to enter into the Franchise Renewal Agreement with VERIZON NEW YORK, INC. and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the VILLAGE OF FREEPORT.

The Clerk polled the Board as follows:

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

**INCORPORATED VILLAGE OF FREEPORT**  
**Inter-Department Correspondence**  
**Village Attorney's Office**

TO: Mayor Robert T. Kennedy

FROM: Jennifer Ungar, Deputy Village Attorney

DATE: September 19, 2023

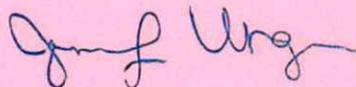
RE: Setting Public Hearing for Proposed Local Law Change

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The Village is considering a local law change to update the Village Code fences in secondary front yards. This would involve amending Chapter 210 entitled Zoning, by amending 210-171 entitled "Fences and enclosures." A copy of the proposed law is attached for your review.

This local law would improve safety for property owners next to corner properties. The current law allows a five foot closed fence in secondary front yards and rear yards on corner properties. This can create safety concerns for adjoining property owners who may have a driveway in their front yard next to this five foot closed fence, when normally, only 4 foot open fences are permitted in front yards. This proposed local law will allow for a six foot closed fence in a rear and secondary front yard of a corner lot only for half of the depth of the secondary front yard from the house to the sidewalk. Past that point, only a four foot open fence will be permitted. This will allow cars backing out of driveways to have some view of the sidewalk and street, alleviating this safety concern.

In order to change a section of the Village Code, a public hearing must be set and therefore permission is requested for the Board to set a hearing for this proposed local law change for October 30, 2023 at 5:45PM.



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Jennifer Ungar  
Deputy Village Attorney

**A LOCAL LAW TO AMEND CHAPTER 210 OF THE CODE OF THE VILLAGE OF FREEPORT, ENTITLED “ZONING” BY AMENDING §210-171 ENTITLED “FENCES AND ENCLOSURES”.**

**BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT AS FOLLOWS:**

**Section 1.** Chapter 210, Article XIII, §210-171D(2), part of Chapter entitled “Fences and enclosures” which reads as follows, is hereby repealed:

**§210-171D(2)**

In the secondary front yard of a corner lot, an open or closed fence not to exceed five feet in height, which may be extended to six feet in height, provided the portion of the fence situated between the five-foot height and the six-foot height is an open fence, will be permitted. All fences in secondary front yards exceeding four feet in height shall be set back a minimum of two feet from the property line. Such fences may be constructed of wood, metal or plastic.

**Section 2.** Chapter 210, Article XIII, §210-171D(2), part of Chapter entitled “Fences and enclosures” which reads as follows, is hereby adopted:

**§210-171D(2)**

In the secondary front yard of a corner lot, an open or closed fence not to exceed six feet in height, will be permitted. All fences in secondary front yards exceeding four feet in height shall be limited to half of the depth of the secondary front yard measured from the closest footprint of the structure to the property line abutting the sidewalk. Any fence closer to the sidewalk in a secondary front yard, including part of a rear fence, must be of an open design and of a height not exceeding four feet. Such fences may be constructed of wood, metal or plastic.

**Section 3.** This local law shall take effect immediately upon filing with the Secretary of State.

## NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 30<sup>th</sup> day of October 2023, at 5:45 P.M., to consider amending Chapter 210 entitled Zoning, by amending 210-171 entitled "Fences and enclosures".

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 30<sup>th</sup> day of October 2023 at 5:45 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

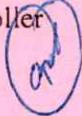
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 26<sup>th</sup> day of September 2023.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
September 26, 2023

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

**TO:** Robert T. Kennedy, Mayor

**FROM:** Anthony N. Dalessio, CPA, Village Comptroller 

**DATE:** September 18, 2023

**RE:** Software and services needed for Village Debt Service

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In order to enhance the recording and maintaining of debt for the Village, the Comptroller's Office solicited three quotes from three entities. In addition, presentations were provided by all those who submitted bids.

The purpose of acquiring technology for debt servicing is due to the enormous amount of record keeping involved. The ability to track such things as amortization by fund and project is not easily done. In addition, presently, bond documents are received by Liberty Capital in a PDF version and cannot be used for tracking information.

To reduce the risk of errors, and to enhance the records for all Village departments, the following information regarding quotes and presentations were received.

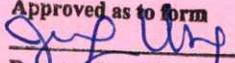
1. SymPro Treasury Management Solutions. \*Comprehensive conversion of existing debt data from legacy platform to SymPro Debt Manager. Service includes storage of all available bond documents in PDF, Word, Excel formats. Certain journal entries can interface with our Munis accounting system.  
Cost: 3 users (possibly more) \$9,000 for year one, and multi-year deals have a 5% escalator (\$9,450 for year two, and \$9,923 for year three). \* Setup and Training (includes trainings and implementation, data conversion for approximately 14 Debt Issues) \$6,000 one-time cost (included in the \$9,000 for year one).
2. Liberty Capital Services. Provides summary of capital projects and bond debt payments. Unable to download information into Excel and is limited to screen prints.  
Cost = \$40,000/year.
3. DebtBook. DebtBook's debt management software-as-a-service application provided, including tailored implementation support, review of applications, and entry of relevant data.  
Cost = Debt Premium Implementation – 0 – 100% discount. Debt services after 20% discount = \$12,000 for year one (if prorated from 11/1/23 to 2/29/24, cost could possibly be \$4,000) and multi-year deals have a 5% escalator (\$12,600 for year two, and \$13,230 for year three).

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In addition to the three quotes above, the Comptroller spoke with two other companies –Edmund’s GovTech and Williamson Law. Both companies indicated that they cannot provide what the Village requires.

Therefore, it is the recommendation of the Comptroller’s Office that the Mayor and Board of Trustees approve the software and services provided by Emphasys Computer Solutions, Inc. (SymPro Treasury Management Solutions), 1200 SW 145<sup>th</sup> Street, Suite 301, Pembroke Pines, FL 33027 for a cost of \$9,000 for year one, and \$9,450 for year two, and \$9,923 for year three, commencing November 1, 2023 and ending February 28, 2026. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain the software and services. All costs shall be charged to Allocation Code 5003 budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) – Service Contract/Repairs Network). There are sufficient funds available to cover this cost.

Thank you.

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village Comptroller is requesting Board approval for software services in order to enhance the recording and maintaining of debt for the Village; and

**WHEREAS**, the purpose of acquiring technology for debt servicing is due to the enormous amount of recordkeeping involved; and

**WHEREAS**, the Comptroller's Office solicited three quotes from three entities from the highest of \$40,000/year to the lowest of \$9,000 for year one; and

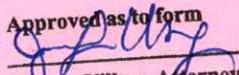
**WHEREAS**, Emphasys Computer Solutions, Inc. (SymPro Treasury Management Solutions), 1200 SW 145th Street, Suite 301, Pembroke Pines, Florida 33027, for a cost of \$9,000 for year one, and \$9,450 for year two, and \$9,923 for year three, commencing November 1, 2023 and ending February 28, 2026; and

**WHEREAS**, all costs shall be charged to Allocation Code 5003 budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) – Service Contract/Repairs Network), and there are sufficient funds available to cover these costs; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Comptroller, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the software services of Emphasys Computer Solutions, Inc. (SymPro Treasury Management Solutions), 1200 SW 145th Street, Suite 301, Pembroke Pines, Florida 33027, for a cost of \$9,000 for year one, and \$9,450 for year two, and \$9,923 for year three, commencing November 1, 2023 and ending February 28, 2026.

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