

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

54--067-127	132 PEARSALL AVE	229.35
54--091-222	20 PORTERFIELD PL	559.52
54--091-224	255 PINE ST	198.20
54--092-529	119 S BAYVIEW AVE	363.91
54--198-168	222 JUANITA AVE	528.99
54--198-318	155 S BROOKSIDE AVE	281.68
54--199-334	494 SIGMOND ST	248.04
54--201-503	172 SWEEZY AVE	1,011.16
54--201-512	149 PARK AVE	487.25
54--204-633	165 MADISON AVE	269.84
54--206-101	306 ROSE ST	796.24
54--209-144	2 FRANKEL AVE	341.48
54--299-286	556 SOUTHSIDE AVE	316.56
54--300-60	533 ARCHER ST	644.24
54--334-29	51 BUCHANAN ST	42.46
54--457-4	92 VIRGINIA AVE	635.52
54--459-21	10 BEVERLY PKWY	463.58
54--488-9	75 VIRGINIA AVE	679.12
55--M-699	221 GREEN AVE	1,743.14
55--N-48	26 W SEAMAN AVE	1,128.28
55--023-3	185 EVANS AVE	401.28
55--023-133	200 CRAIG AVE	954.47
55--056-140	300 PENNSYLVANIA AVE	1,275.92
55--171-111	56 LENA AVE	1,115.20
55--347-90	214 MOUNT JOY AVE	269.22
55--347-183	185 PRINCE AVE	335.25
55--384-34	168 N LONG BEACH AVE	467.32
55--385-131	135 CONNECTICUT AVE	410.01
55--399-35	55 PRINCE AVE	127.18
62--C-411	23 HOWARD AVE	127.18
62--056-9	15 PIERREPONT ST	63.02
62--058-444	196 BEDELL ST	61.77
62--059-84	13 LAUREL RD	750.14
62--061-225	9 W 1st ST	1,176.25
62--062-190	75 W 2nd ST	532.73
62--062-239	578 S MAIN ST	1,198.05
62--062-342	65 W 2nd ST	1,343.20
62--063-108	37 W 3rd ST	379.48
62--063-195	63 W 3rd ST	173.90
62--069-122	64 E BEDELL ST	68.62
62--069-136	40 E BEDELL ST	970.05
62--069-175	99 E 1st ST	487.25
62--069-179	112 E 1st ST	1,201.79

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

62--069-185	82 E 1st ST	750.14
62--069-198	18 E 1st ST	609.98
62--070-496	178 SAINT MARKS AVE	83.57
62--076-121	214 CHURCH ST	1,378.71
62--079-2	15 SPORTSMANS AVE	448.01
62--086-2	55 RAY ST	1,348.81
62--086-488	47 RAY ST	341.38
62--087-211	341 WESTSIDE AVE	133.31
62--087-227	36 PROSPECT ST	178.17
62--087-234	50 PROSPECT ST	84.10
62--088-69	459 GUY LOMBARDO AVE	41.12
62--089-28	235 SPORTSMANS AVE	536.37
62--089-30	241 SPORTSMANS AVE	259.77
62--091-300	119 GARFIELD ST	173.81
62--091-434	84 PRESIDENT ST	44.33
62--093-900	14 WILSHIRE CT	96.03
62--094-128	88 LAYTON ST	517.15
62--095-120	40 MARTHA ST	479.15
62--095-173	92 MARTHA ST	636.76
62--096-212	30 NORTON ST	484.76
62--096-219	40 NORTON ST	442.40
62--097-364	88 OVERTON ST	425.58
62--098-468	74 POLK ST	758.24
62--098-474	44 POLK ST	705.91
62--098-475	38 POLK ST	451.74
62--098-479	18 POLK ST	557.65
62--099-553	71 POLK ST	987.49
62--099-561	17 POLK ST	384.46
62--099-568	77 POLK ST	211.28
62--100-651	160 HUDSON AVE	487.25
62--100-654	83 ROBERT ST	91.67
62--102-793	808 GUY LOMBARDO AVE	224.99
62--105-314	63 TYLER ST	363.28
62--105-334	68 HUBBARD AVE	516.53
62--106-423	14 HOWARD AVE	586.93
62--106-434	68 HOWARD AVE	69.87
62--115-9	189 SMITH ST	124.07
62--125-9	160 S LONG BEACH AVE	61.15
62--131-17	161 ROOSEVELT AVE	62.39
62--138-20	63 SAINT MARKS AVE	292.17
62--139-1	195 CEDAR ST	527.65
62--141-128	51 BRANCH AVE	75.38
62--143-47	8 PRATO CT	304.63

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

62--147-7	105 S BAY AVE	99.05
62--147-515	119 S BAY AVE	122.10
62--152-326	289 ROOSEVELT AVE	1.87
62--154-5	415 ROOSEVELT AVE	233.61
62--154-361	375 ROOSEVELT AVE	1,395.53
62--169-12	181 RAY ST	936.41
62--169-26	188 CARMAN ST	345.74
62--178-497	32 HAMILTON ST	223.64
62--179-26	537 MILLER AVE	313.35
62--180-428	818 S OCEAN AVE	39.25
62--181-179	277 NASSAU AVE	189.38
62--182-119	560 MILLER AVE	407.42
62--185-284	366 NASSAU AVE	135.90
62--185-318	723 S LONG BEACH AVE	130.30
62--196-2	5 E 2nd ST	64.89
62--196-4	21 E 2nd ST	53.67
62--196-31	58 E 2nd ST	34.36
62--196-32	52 E 2nd ST	50.56
62--196-44	98 E 2nd ST	480.40
62--203-2	607 S MAIN ST	103.51
62--203-20	29 ANN DR N	433.06
62--203-21	31 ANN DR N	285.41
62--203-57	95 ANN DR S	87.94
62--203-61	7 JEFFREY CT	360.79
62--204-6	14 ANN DR N	334.00
62--204-22	23 LAURETTE LN	47.44
62--206-14	42 ANN DR E	775.68
62--227-9	358 SAINT MARKS AVE	413.74
62--227-10	352 SAINT MARKS AVE	442.40
62--234-4	223 WESTSIDE AVE - UNIT B	546.43
62--234-45	243 WESTSIDE AVE - UNIT D	580.07
62--234-52	253 WESTSIDE AVE - UNIT A	426.83

3. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request to award bid #23-10-ELEC-673 “Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers to Irby Utilities, 1902 County Route 57, Fulton, New York 13069, the lowest responsible bidder meeting bid specifications, from November 13, 2023 through February 28, 2027.
- b) Request approval of the designation of Al Livingston Jr., as the 2024 accredited delegate of the Village of Freeport for the New York Association of Public Power meetings held in Albany, New York.

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

- c) Request retroactive approval of the software/hardware maintenance and support services with Advanced Control Systems Inc., 2755 Northwoods Parkway, Norcross Georgia, from October 1, 2023 through February 29, 2024, at a cost of \$18,788.
- d) Request to advertise a request for proposal for “Furnishing of Electrical Engineering Services to Freeport Electric” in the Freeport Herald on November 16, 2023, with a return date of December 15, 2023.

4. GRANTS ADMINISTRATOR – Kathleen Murray

- a) Request approval to submit the (2023) 2021 Critical Infrastructure Grant Program to NYS Homeland Security and Emergency Services Department in the amount of \$49,672.76.
- b) Request approval of the environmental review (CATEX) for the Security Improvements to Water Operations Project.
- c) Request approval to submit the Security Improvements to Water Operations Project grant proposal to the Environmental Protection Agency in the amount of \$240,000, with a Village match of \$48,000.

5. POLICE DEPARTMENT – Michael J. Smith

- a) Request approval of the purchase of five (5) vehicles (four through the Coop Agreement with Fabius Fire District and one through NYS bid#23-0908) from Denooyer Chevrolet Inc., 127 Wolf Road, Albany New York 12205, for a total cost of \$263,416.20 as follows:

Four 2023 Chevrolet Tahoes and One 2023 Chevy Silverado

To be reimbursed through the IMA from Nassau County in the amount of \$293,000.00.

6. PUBLIC WORKS – Robert R. Fisenne

- a) Request to extend the “2023 Annual Catch Basin and Road Panel Contract” with Nicolino Construction Co., Inc., 555 Southside Avenue, Freeport, New York 11520, from March 1, 2024 through February 28, 2025, with no increase in unit prices.

7. VILLAGE ATTORNEY – Howard E. Colton

- a) Request the Board of Trustees schedule a public hearing for November 27, 2023 at 5:30 P.M., to consider amending Chapter 155 by amending “Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments” and further request the Village Clerk publish the notice in the Freeport Herald.
- b) Request retroactive approval to enter into a lease agreement with JCB d/b/a Non Stop Towing, 99 Maple Place, Freeport, New York 11520, to lease space at 223 East Sunrise Highway, Freeport, New York 11520, for \$14,700 per month.

COMMENTS PERMITTED ON AGENDA ITEMS

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: November 8, 2023

RE: Block Party Permit
Applicant: Lisa and Ken Noe
Date: Saturday, December 9, 2023
Rain Date: None
Location: Dead End at Florence Avenue and Brunella Street
Time: 5:00 P.M. to 10:00 P.M.

Attached please find a Block Party Permit Application submitted on behalf of Lisa and Ken Noe to hold a family party on Saturday, December 9, 2023 (no rain date), next to their home at 4 Brunella Street, in the dead end section of Florence Avenue and Brunella Street from 5:00 PM. to 10:00 P.M. Approximately 40 individuals will be attending the party.

Included in this package are the recommendation from the Police Department, Public Works and Fire Department.


Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk
Attachments

**FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT**

BLOCK PARTIES ARE NOT PERMITTED ON THE 4TH OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4TH.

DATE OF APPLICATION: 11/3/2023

DESCRIBE EVENT AND PURPOSE: 80th Birthday Party

DATE OF EVENT: 12/9/2023 RAIN DATE: N/A

TIME: FROM 5 TO 10 pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Dead End Florence / Brunella Between _____ and _____

NO. PARTICIPANTS EXPECTED: 40 NO. OF RESIDENCES ON BLOCK: 3 VERIFIED BY pub

NAME OF CONTACT/ORGANIZATION: LISA NOE / Ken Noe

ADDRESS: 4 Brunella St, Freeport TEL NO. 516-851-3056

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the **STREETS OR SIDEWALKS. DO NOT BLOCK STREETS WITH CARS.**

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/3 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>TEODORA MUSAT</u>	<u>5 BRUNELLAST</u>	<u>[Signature]</u>
<u>Wilfred Cedie</u>	<u>17 brunella</u>	<u>[Signature]</u>
<u>Kennymanwahn</u>	<u>10 Brunella st. ✓</u>	<u>[Signature]</u>
<u>David Goff</u>	<u>64 Florence Ave</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIVED
 NOV - 3 P 2:51
 2023
 OFFICE OF THE
 CLERK OF THE
 VILLAGE OF FREEPORT, NY

**FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT**

Fees:

If the application is for the use of any Village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.

Affirmation of Understanding and Awareness:

I Ken Noe acting as an authorized representative of Ken Noe swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.



Applicant's signature

Sworn to before me this 3rd

day of NOVEMBER 2023

Peggy M. Lester
Notary

PEGGY M. LESTER
Notary Public, State of New York
No. 01LE6293122
Qualified in Nassau County
Commission Expires Nov. 25, 2025

Add more signatures below if required:

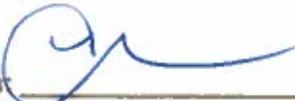
<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Lisa & Ken Noe
4 Brunella St
Freeport, NY 11520
516-851-3056 / 516-225-2913

RE: DECEMBER 9, 2023
~~NOVEMBER 1, 2023~~

November 1, 2023

Lisa & Ken Noe, agree to defend indemnify and save harmless the Inc. Village of Freeport, its employees, and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of Dead end @ Florence Ave and Brunella Street in Freeport, by Lisa & Ken Noe whether or not such injury to persons or damage to property are due or claim to be due to any negligence Lisa & Ken Noe of Lisa & Ken Noe their employees or agents.

Sign:  _____

Date: 11/3/23

The above-mentioned insurance must be provided by all sponsors and ride concessionaires involved in this event.

Signature:  _____
Applicant

Sworn to before me this 3RD

Day of NOVEMBER 20 23

 _____

Notary

PEGGY M. LESTER
Notary Public, State of New York
No. 01LE6293122
Qualified in Nassau County
Commission Expires Nov. 25, 2025

Untitled Map

Write a description for your map.

Legend

📍 4 Brunella St

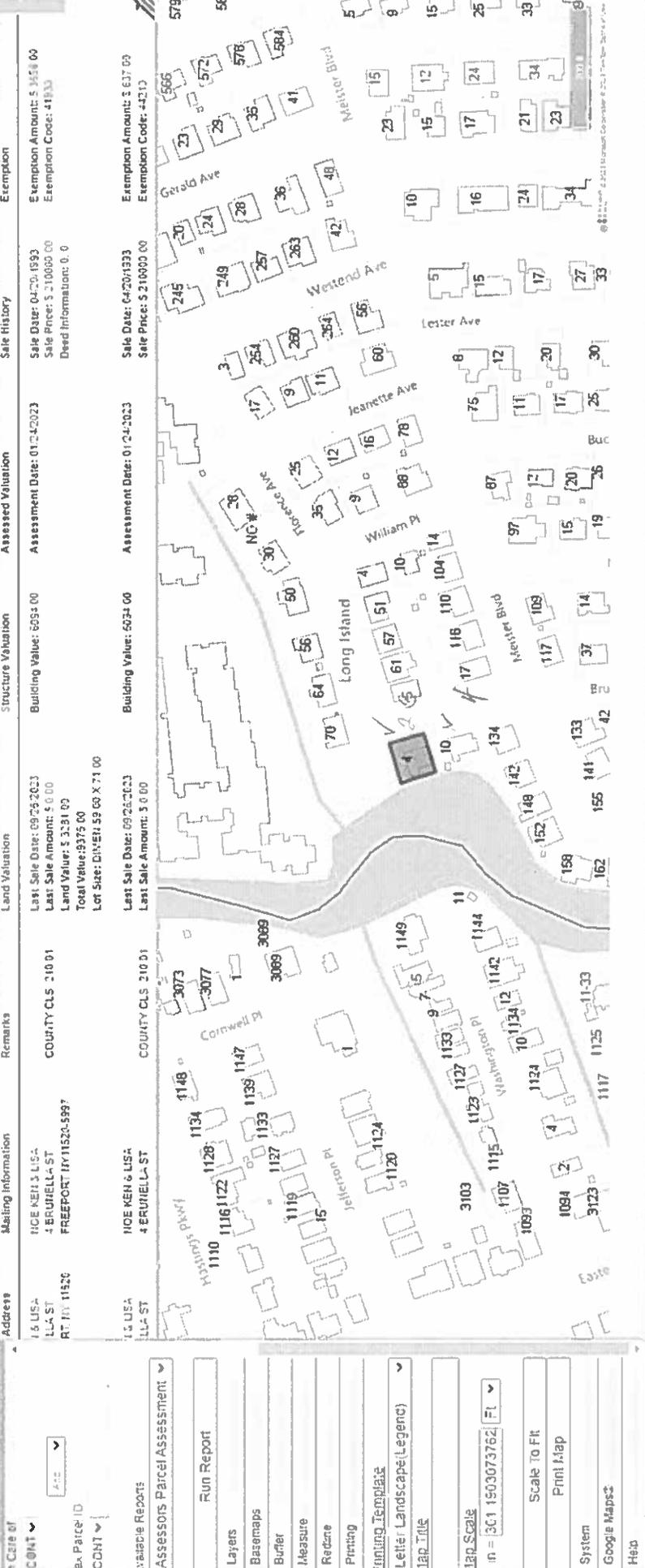
📍 Town N Harbor Owners



System Menu

- Available Reports
- Assessors Parcel Assessment
- Run Report
- Layers
- Basemaps
- Buffer
- Measure
- Retrace
- Printing
- Printing Template
- Letter Landscape (Legend)
- Map Title
- Map Scale
- 1 in = 301 1503073762 Ft
- Scale To Fit
- Print Map
- System
- Google Maps®
- Help

Address	Mailing Information	Remarks	Land Valuation	Structure Valuation	Assessed Valuation	Sale History	Exemption
1.6 USA 4 BRUNELL ST RT NY 11520	HCE KEN & LISA 4 BRUNELL ST FREEPORT NY 11520-5997	COUNTY CLS 310 01	Last Sale Date: 09/25/2023 Last Sale Amount: \$ 0 00 Land Value: \$ 2131 00 Total Value: 9375 00 Lot Size: DIVERSE 59 00 X 71 00	Building Value: 6593 00	Assessment Date: 01/24/2023	Sale Date: 04/20/1993 Sale Price: \$ 210000 00 Deed Information: 0 0	Exemption Amount: \$ 3558 00 Exemption Code: 41930
1.5 USA 4 BRUNELL ST	HCE KEN & LISA 4 BRUNELL ST	COUNTY CLS 310 01	Last Sale Date: 09/25/2023 Last Sale Amount: \$ 0 00	Building Value: 6024 00	Assessment Date: 01/24/2023	Sale Date: 04/20/1993 Sale Price: \$ 210000 00	Exemption Amount: \$ 637 00 Exemption Code: 44210



**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

**Michael Smith
Chief of Police**

**40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432**

TO: Pamela Walsh Boening, Village Clerk

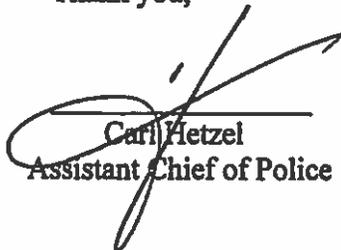
FROM: Assistant Chief Carl Hetzel

DATE: November 8, 2023

RE: Block Party- Dead end at Florence Avenue and Brunella Street

After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,



Carl Hetzel
Assistant Chief of Police

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Lisa & Ken Noe 4 Brunella Street

Freeport New York 11520 516 851-3056
City State Zip Telephone #

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and its representatives. The conditions are:

Block Party: Dead end at Florence Avenue and Brunella Street

Date: December 9, 2023

Rain Date: None

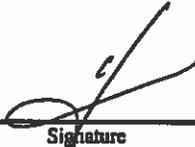
Time: 5:00 P.M. to 10:00 P.M.

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 10:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down the event and clear the roadway at 10:00 P.M. without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 5. Applicant: Lisa & Ken Noe 4 Brunella Street, Freeport NY 11520 516-851-3056**

THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)

THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

Please note the block party permit may be revoked by the Chief of Police, or designated representative, at any time prior to or during the block party for violation of Freeport Village Code Section 155-67.

Issued by Assistant Chief Carl Hetzel  11/08/2023
Rank Name Signature Date

CC to: Mayor Village Attorney Fire Chief Public Works
 Postmaster Affected Public Transportation Utilities Other: _____

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: November 6, 2023
RE: Block Party Application – Lisa and Ken Noe

RE: **Block Party Permit Application**
Applicant: Lisa and Ken Noe
Date: Saturday, December 9, 2023
Rain Date: None
Location: Dead End at Florence Avenue and Brunella Street
Time: 5:00 P.M. – 10:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Lisa and Ken Noe. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: November 8, 2023

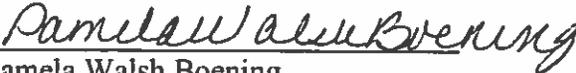
RE: Banner Request
Applicant: Theocharis Kritiskos
Dates: December 3, 2023 through December 18, 2023.
Location: S. Main Street between Raynor Street and Archer Street

Attached please find an application from Theocharis Kritiskos requesting permission to hang one banner from December 3, 2023 through December 18, 2023 on S. Main Street between Raynor Street and Archer Street, promoting the "Christmas Village". It is further requested that the Electric Department assist in hanging and removing the banners.

Payment in the amount of \$95 was received.

The applicant will drop off the banner to the Electric Department prior to December 3, 2023.

Also included in this package is the recommendation from the Electric Department.


Pamela Walsh Boening
Village Clerk
Attachments

11/27/2023



INCORPORATED VILLAGE OF FREEPORT
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520

BANNER APPLICATION
\$95.00 PER BANNER LOCATION
MAXIMUM TWO WEEK LIMIT
BANNERS MUST BE DOUBLE SIDED

RETURN TO VILLAGE CLERKS OFFICE

APPROVED	
Electric Dept Approval for location & duration:	<u>11/7/2023</u>
BOT Approval Date:	_____

To: The Village Clerk, Village of Freeport, 46 North Ocean Avenue, Freeport, NY 11520

1. Applicant Name: Theocharis Kritikos
2. Address: 97 EAST 2nd St Freeport
3. Phone Number: 516 643-4008
4. Name of Event: CHRISTMASS VILLAGE
5. Location of Banner(s): South main st
6. Begin Date: DEC 3, 2023 Removal Date: DEC 18, 2023

Banners must be double sided, 2 week duration, first come first serve basis.

It is the responsibility of the applicant to purchase a banner that meets the size and safety requirements of the Village. Once the banner is removed from its location, the Village will hold the banner for 30 days. After 30 days all banners will be destroyed.

Theocharis Kritikos
Applicant signature

**INC. VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

TO: Pamela Walsh Boening, Village Clerk

FROM: Gary Greene, Superintendent of Electric Distribution

DATE: November 7, 2023

RE: Banner Request
Applicant: Theocharis Kritiskos
Dates: December 3, 2023 through December 18, 2023
Locations: S.Main Street between Raynor Street and Archer St.

In regards to the hanging of a Banner Application submitted by Harry Kritiskos requesting permission to hang a banner promoting The "Christmas Village Fair and Market" from December 3, 2023 through December 18, 2023. The banner is to be located on S.Main St. between Raynor and Archer St. The Electric Department grants permission for the hanging of this banners and will assist in the hanging and removal of the same.

Gary Greene



Superintendent of Electric Distribution

VILLAGE CLERK'S OFFICE

NAME: Theocharis Kritikos RE: Banner Request DATE: 11/7/2023

CHECK ONE	ACCOUNT CODE	DESCRIPTION	CHECK #	CASH	AMOUNT
	199	Alarm Permit \$50 per yr/\$125 pre 3 yr/\$50 sub			
	7	Auctioneer Permit \$25 per year/\$25 daily			
	8	Auto Wrecker License (New & Renewal)			\$575.00
✓	97/28	Banner Request (75% Elec Dept & 25% Clerk) (\$95)		95.00	95.00
	6	Birth Certificate \$10 each copy/ \$22 for genealogy			
	37	Business License \$155 Food & Drink License \$115			
	11	Cabaret License			\$375.00
	14	Claim			
	10	Commuter Parking \$60 Resident/\$190 Non Residents			
	6	Death Transcript \$10 each copy/ \$22 for genealogy			
	24	Electrician's License \$225 New/\$225 Renewal			\$225.00
	385	Electrician's License Shelved \$25 per year			
	319	Filming and Photography \$500 per day			
	120	Filming Rental Property			
	2	Freedom of Information Request			
	47	Garage Sale Permit			\$20.00
	22	Gardeners & Landscapers \$130 + \$30 additional vehicles			
	21	Hawker/Peddler License			\$450.00
	46	Lodging House License			
	9	Maps			\$2.00
	328	Moving of a Building Permit \$300.00 per vehicle			
	119	Pawnbroker			\$250.00
	113	Plumber's License Annual Fee (New/Renewal)			\$235.00
	384	Plumber's License - Shelved			\$25.00
	109	Plumber's Examination Fee (Frpt Master Plumber)			\$460.00
	38	Police Overtime			
	108	Pre-Paid Commercial Parking			
	107	Pre-Paid Municipal Parking \$225 lot #2/\$200 lot#10 lot#16			
	331	Pre-Paid Parking Meter Revenue \$225 per vehicle			
	15	Public Assembly License			
	104	Re-Zoning Application (< 1 sq. block)			\$750.00
	105	Re-Zoning Application (> 1 sq. block)			\$1,875.00
	48	Roll Off Container (2 week intervals-up to 1 month)			\$50.00
	49	Second Hand Dealer's License			\$375.00
	12	Sewer Connection			
	106	Sidewalk Contractor's Annual License			\$75.00
	4	Sidewalk Permit (New \$220) (Existing \$40)			
	110	Site Plan Review Board			
	45	Street Opening Permit (\$250 + Cost of repairs)			
	13	Subdivision Application			
	69	Subpoena			
	111	Taxi Cab Medallion License (New/Renewal)			\$525.00
	100	Taxi Driver License Application (New)			\$75.00
	101	Taxi Driver License Application (Renewal)			\$75.00
	117	Temporary Storage Containers(90 days/+ \$50 max 120 days)			\$100.00
	102	Tow Truck License (Each vehicle)			\$575.00
	103	Transfer Taxi Medallion to New Vehicle			\$100.00
	29	Zoning Board of Appeals			
		OTHER			

SIGNATURE:

Daniela Walu Brenning

BILL # _____

Village Clerk's Office Rev 9/2022

NASSAU COUNTY

NEW YORK

NONE

DEPARTMENT

Village of Freeport - New v4.1 Svr

CUSTOMER TRANSACTION RECEIPT

TODAY'S DATE: 11/07/23

CONTROL BATCH #	76730	DATE	11/08/2023
BATCH #	25508	TIME	15:30
RECEIPT #	447332	TELLER #	255
CHECK #		OFFICE #	1

THEOCHARIS KRITIKOS
MISC ELECTRIC

Pmt 71.25

THEOCHARIS KRITIKOS
BANNER REQUEST-CLERK

Pmt 23.75

Payment Received:
CASH

100.00

Total Received
Less Payments

100.00
95.00

Cash Back

5.00

THANK YOU FOR YOUR PAYMENT

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: October 31, 2023

RE: 2022/2023 SCARS for Maidenbaum Property Tax Reduction

The Village Assessor received decisions after settlement dates from the Hearing Court Officer to reduce the assessed values of the properties based on the documents presented to the court. The decisions were received in May, June and October of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2022/2023 taxes from the attached list have been paid.

Claim Forms will be prepared for 2022/2023 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

Listed below are the total refunds due to Maidenbaum Property Tax Reduction pursuant to Section 730 of the Real Property Tax Laws.

SCARS Petitioner	2022 Current AV TOTAL	2022 SCARS AV	Reductio n Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Property Tax Reduction 2022/2023	2,669,044	2,572,542	96,502	60,116.89	3,510	\$63,626.89

Permission is further requested for the Village Treasurer to refund the total amount to Maidenbaum Property Tax Reduction, as stated above per total court ordered reduction decisions.

Vilma I. Lancaster
Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for:

SCARS Petitioner	2022 Current AV TOTAL	2022 SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Property Tax Reduction 2022/2023	2,669,044	2,572,542	96,502	60,116.89	3,510	\$63,626.89

WHEREAS, these refunds are from grievances to the 2022/2023 Final Assessment Roll and apply the amount to the specific list of properties below; and

36--K-2-5	391 MARYLAND AVE	1,113.95
36--519-21	320 N BROOKSIDE AVE	389.45
36--520-7	4 WILLOWBROOK LN	177.02
36--521-19	174 DELAWARE AVE	167.05
36--521-30	277 MOORE AVE	422.46
36--527-24	267 MARYLAND AVE	1,112.70
36--527-33	273 PRINCE AVE	212.53
36--527-45	307 PRINCE AVE	299.12
36--537-11	241 N BROOKSIDE AVE	582.57
54--B-407	10 MILBURN CT	1,347.56
54--B-613	39 MILBURN CT	316.56
54--054-188	87 CONNECTICUT AVE	276.69
54--056-5	151 N LONG BEACH AVE	894.67
54--056-53	22 CONNECTICUT AVE	580.70
54--056-117	147 N LONG BEACH AVE	329.02
54--058-241	150 PENNSYLVANIA AVE	1,345.69
54--061-34	43 WILSON PL	434.92
54--064-118	276 RANDALL AVE	520.89
54--066-48	56 TERRACE AVE	391.32
54--067-29	148 PEARSALL AVE	154.59
54--067-108	287 RANDALL AVE	266.72
54--067-127	132 PEARSALL AVE	229.35
54--091-222	20 PORTERFIELD PL	559.52
54--091-224	255 PINE ST	198.20

54--092-529	119 S BAYVIEW AVE	363.91
54--198-168	222 JUANITA AVE	528.99
54--198-318	155 S BROOKSIDE AVE	281.68
54--199-334	494 SIGMOND ST	248.04
54--201-503	172 SWEEZY AVE	1,011.16
54--201-512	149 PARK AVE	487.25
54--204-633	165 MADISON AVE	269.84
54--206-101	306 ROSE ST	796.24
54--209-144	2 FRANKEL AVE	341.48
54--299-286	556 SOUTHSIDE AVE	316.56
54--300-60	533 ARCHER ST	644.24
54--334-29	51 BUCHANAN ST	42.46
54--457-4	92 VIRGINIA AVE	635.52
54--459-21	10 BEVERLY PKWY	463.58
54--488-9	75 VIRGINIA AVE	679.12
55--M-699	221 GREEN AVE	1,743.14
55--N-48	26 W SEAMAN AVE	1,128.28
55--023-3	185 EVANS AVE	401.28
55--023-133	200 CRAIG AVE	954.47
55--056-140	300 PENNSYLVANIA AVE	1,275.92
55--171-111	56 LENA AVE	1,115.20
55--347-90	214 MOUNT JOY AVE	269.22
55--347-183	185 PRINCE AVE	335.25
55--384-34	168 N LONG BEACH AVE	467.32
55--385-131	135 CONNECTICUT AVE	410.01
55--399-35	55 PRINCE AVE	127.18
62--C-411	23 HOWARD AVE	127.18
62--056-9	15 PIERREPONT ST	63.02
62--058-444	196 BEDELL ST	61.77
62--059-84	13 LAUREL RD	750.14
62--061-225	9 W 1st ST	1,176.25
62--062-190	75 W 2nd ST	532.73
62--062-239	578 S MAIN ST	1,198.05
62--062-342	65 W 2nd ST	1,343.20
62--063-108	37 W 3rd ST	379.48
62--063-195	63 W 3rd ST	173.90
62--069-122	64 E BEDELL ST	68.62
62--069-136	40 E BEDELL ST	970.05
62--069-175	99 E 1st ST	487.25
62--069-179	112 E 1st ST	1,201.79
62--069-185	82 E 1st ST	750.14
62--069-198	18 E 1st ST	609.98
62--070-496	178 SAINT MARKS AVE	83.57

62--076-121	214 CHURCH ST	1,378.71
62--079-2	15 SPORTSMANS AVE	448.01
62--086-2	55 RAY ST	1,348.81
62--086-488	47 RAY ST	341.38
62--087-211	341 WESTSIDE AVE	133.31
62--087-227	36 PROSPECT ST	178.17
62--087-234	50 PROSPECT ST	84.10
62--088-69	459 GUY LOMBARDO AVE	41.12
62--089-28	235 SPORTSMANS AVE	536.37
62--089-30	241 SPORTSMANS AVE	259.77
62--091-300	119 GARFIELD ST	173.81
62--091-434	84 PRESIDENT ST	44.33
62--093-900	14 WILSHIRE CT	96.03
62--094-128	88 LAYTON ST	517.15
62--095-120	40 MARTHA ST	479.15
62--095-173	92 MARTHA ST	636.76
62--096-212	30 NORTON ST	484.76
62--096-219	40 NORTON ST	442.40
62--097-364	88 OVERTON ST	425.58
62--098-468	74 POLK ST	758.24
62--098-474	44 POLK ST	705.91
62--098-475	38 POLK ST	451.74
62--098-479	18 POLK ST	557.65
62--099-553	71 POLK ST	987.49
62--099-561	17 POLK ST	384.46
62--099-568	77 POLK ST	211.28
62--100-651	160 HUDSON AVE	487.25
62--100-654	83 ROBERT ST	91.67
62--102-793	808 GUY LOMBARDO AVE	224.99
62--105-314	63 TYLER ST	363.28
62--105-334	68 HUBBARD AVE	516.53
62--106-423	14 HOWARD AVE	586.93
62--106-434	68 HOWARD AVE	69.87
62--115-9	189 SMITH ST	124.07
62--125-9	160 S LONG BEACH AVE	61.15
62--131-17	161 ROOSEVELT AVE	62.39
62--138-20	63 SAINT MARKS AVE	292.17
62--139-1	195 CEDAR ST	527.65
62--141-128	51 BRANCH AVE	75.38
62--143-47	8 PRATO CT	304.63
62--147-7	105 S BAY AVE	99.05
62--147-515	119 S BAY AVE	122.10
62--152-326	289 ROOSEVELT AVE	1.87

62--154-5	415 ROOSEVELT AVE	233.61
62--154-361	375 ROOSEVELT AVE	1,395.53
62--169-12	181 RAY ST	936.41
62--169-26	188 CARMAN ST	345.74
62--178-497	32 HAMILTON ST	223.64
62--179-26	537 MILLER AVE	313.35
62--180-428	818 S OCEAN AVE	39.25
62--181-179	277 NASSAU AVE	189.38
62--182-119	560 MILLER AVE	407.42
62--185-284	366 NASSAU AVE	135.90
62--185-318	723 S LONG BEACH AVE	130.30
62--196-2	5 E 2nd ST	64.89
62--196-4	21 E 2nd ST	53.67
62--196-31	58 E 2nd ST	34.36
62--196-32	52 E 2nd ST	50.56
62--196-44	98 E 2nd ST	480.40
62--203-2	607 S MAIN ST	103.51
62--203-20	29 ANN DR N	433.06
62--203-21	31 ANN DR N	285.41
62--203-57	95 ANN DR S	87.94
62--203-61	7 JEFFREY CT	360.79
62--204-6	14 ANN DR N	334.00
62--204-22	23 LAURETTE LN	47.44
62--206-14	42 ANN DR E	775.68
62--227-9	358 SAINT MARKS AVE	413.74
62--227-10	352 SAINT MARKS AVE	442.40
62--234-4	223 WESTSIDE AVE - UNIT B	546.43
62--234-45	243 WESTSIDE AVE - UNIT D	580.07
62--234-52	253 WESTSIDE AVE - UNIT A	426.83

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Maidenbaum Property Tax Reduction in the amount of \$63,626.89.

The Clerk polled the Board as follows:

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

**MAIDENBAUM PROPERTY
2022 SCARS**

										0.62296	30	
										Dff Bet		
										2022	Award	
YEAR INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022	AV/Nego	Refund Tax	Refund	Total Refund			
										2022	Rate 62.296	\$30
										Negotiated AV	AV	
2022	22700142	36--K-147	550 N BROOKSIDE AVE	347,615	5,249	5,249	0	0.00	0	0.00		
2022	22700143	36--K-1-31	332 MARYLAND AVE	525,827	7,940	7,940	0	0.00	0	0.00		
2022	22700144	36--K-1-59	514 N BROOKSIDE AVE	394,701	5,960	5,960	0	0.00	0	0.00		
2022	22700145	36--K-2-2	381 MARYLAND AVE	518,079	7,823	7,823	0	0.00	0	0.00		
2022	22700146	36--K-2-5	391 MARYLAND AVE	705,298	10,650	8,910	1,740	1,083.95	30	1,113.95		
2022	22700147	36--K-2-41	284 PRINCE AVE	397,350	6,000	6,000	0	0.00	0	0.00		
2022	22700148	36--K-2-59	323 MARYLAND AVE	497,483	7,512	7,512	0	0.00	0	0.00		
2022	22700149	36--K-2-366	385 MARYLAND AVE	444,370	6,710	6,710	0	0.00	0	0.00		
2022	22700150	36--237-1-2	487 N BROOKSIDE AVE	476,821	7,200	7,200	0	0.00	0	0.00		
2022	22700151	36--324-140	249 PRINCE AVE	537,947	8,123	8,123	0	0.00	0	0.00		
2022	22700152	36--330-130	280 W SEAMAN AVE	457,086	6,902	6,902	0	0.00	0	0.00		
2022	22700153	36--330-225	110 VIRGINIA AVE	505,960	7,640	7,640	0	0.00	0	0.00		
2022	22700154	36--331-98	308 W SEAMAN AVE	533,708	8,059	8,059	0	0.00	0	0.00		
2022	22700155	36--331-109	123 VIRGINIA AVE	395,231	5,968	5,968	0	0.00	0	0.00		
2022	22700156	36--518-2	19 WILLOWBROOK LN	496,357	7,495	7,495	0	0.00	0	0.00		
2022	22700157	36--519-14	191 DELAWARE AVE	481,324	7,268	7,268	0	0.00	0	0.00		
2022	22700158	36--519-21	320 N BROOKSIDE AVE	497,152	7,507	6,930	577	359.45	30	389.45		
2022	22700159	36--520-6	6 WILLOWBROOK LN	471,523	7,120	7,120	0	0.00	0	0.00		
2022	22700160	36--520-7	4 WILLOWBROOK LN	426,490	6,440	6204	236	147.02	30	177.02		
2022	22700161	36--520-18	6 TANGLEWOOD LN	486,953	7,353	7,353	0	0.00	0	0.00		
2022	22700162	36--520-20	175 DELAWARE AVE	509,668	7,696	7,696	0	0.00	0	0.00		
2022	22700163	36--521-19	174 DELAWARE AVE	582,781	8,800	8,580	220	137.05	30	167.05		
2022	22700164	36--521-30	277 MOORE AVE	566,225	8,550	7,920	630	392.46	30	422.46		
2022	22700165	36--521-36	241 MOORE AVE	454,569	6,864	6,864	0	0.00	0	0.00		
2022	22700166	36--521-52	160 DELAWARE AVE	598,675	9,040	9,040	0	0.00	0	0.00		

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296	30	Award Refund \$30	Total Refund
2022	22700167	36--527-24	267 MARYLAND AVE	648,344	9,790	8,052	1,738	1,082.70		30	1,112.70	
2022	22700168	36--527-33	273 PRINCE AVE	491,456	7,421	7,128	293	182.53		30	212.53	
2022	22700169	36--527-45	307 PRINCE AVE	531,258	8,022	7,590	432	269.12		30	299.12	
2022	22700170	36--536-12	28 WILLOWBROOK LN	452,980	6,840	6,840	0	0.00		0	0.00	
2022	22700171	36--537-11	241 N BROOKSIDE AVE	532,251	8,037	7,150	887	552.57		30	582.57	
2022	22700172	54--B-407	10 MILBURN CT	560,264	8,460	6,345	2,115	1,317.56		30	1,347.56	
2022	22700173	54--B-613	39 MILBURN CT	421,192	6,360	5,900	460	286.56		30	316.56	
2022	22700174	54--053-174	191 W SEAMAN AVE	378,807	5,720	5,720	0	0.00		0	0.00	
2022	22700175	54--053-281	51 NEW YORK AVE	495,165	7,477	7,477	0	0.00		0	0.00	
2022	22700176	54--054-188	87 CONNECTICUT AVE	456,688	6,896	6,500	396	246.69		30	276.69	
2022	22700177	54--056-5	151 N LONG BEACH AVE	515,761	7,788	6,400	1,388	864.67		30	894.67	
2022	22700178	54--056-53	22 CONNECTICUT AVE	429,403	6,484	5,600	884	550.70		30	580.70	
2022	22700179	54--056-117	147 N LONG BEACH AVE	495,364	7,480	7,000	480	299.02		30	329.02	
2022	22700180	54--057-127	11 CONNECTICUT AVE	427,152	6,450	6,450	0	0.00		0	0.00	
2022	22700181	54--058-241	150 PENNSYLVANIA AVE	559,602	8,450	6,338	2,112	1,315.69		30	1,345.69	
2022	22700182	54--061-34	43 WILSON PL	430,463	6,500	5,850	650	404.92		30	434.92	
2022	22700183	54--062-9	115 N LONG BEACH AVE	433,774	6,550	6,550	0	0.00		0	0.00	
2022	22700184	54--064-74	275 LENA AVE	313,907	4,740	4,740	0	0.00		0	0.00	
2022	22700185	54--064-118	276 RANDALL AVE	419,735	6,338	5,550	788	490.89		30	520.89	
2022	22700186	54--066-48	56 TERRACE AVE	475,496	7,180	6,600	580	361.32		30	391.32	
2022	22700187	54--066-141	105 N BAYVIEW AVE	275,496	4,160	4,160	0	0.00		0	0.00	
2022	22700188	54--067-29	148 PEARSALL AVE	403,973	6,100	5,900	200	124.59		30	154.59	
2022	22700189	54--067-108	287 RANDALL AVE	405,960	6,130	5,750	380	236.72		30	266.72	
2022	22700190	54--067-127	132 PEARSALL AVE	385,430	5,820	5,500	320	199.35		30	229.35	
2022	22700191	54--067-315	275 RANDALL AVE	466,887	7,050	7,050	0	0.00		0	0.00	

**MAIDENBAUM PROPERTY
2022 SCARS**

										0.62296	30
										Dff Bet	
										2022	Award
YEAR INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022	AV/Nego	Refund Tax	Refund	Total Refund		
										2022	\$30
										Negotiated AV	Rate 62.296
										AV	
2022	22700192	54--067-317	57 PENNSYLVANIA AVE	383,841	5,796	5,796	0	0.00	0	0.00	
2022	22700193	54--068-18	48 PEARSALL AVE	444,238	6,708	6,708	0	0.00	0	0.00	
2022	22700194	54--068-209	227 RANDALL AVE	466,887	7,050	7,050	0	0.00	0	0.00	
2022	22700195	54--069-209	41 PEARSALL AVE	364,238	5,500	5,500	0	0.00	0	0.00	
2022	22700196	54--069-216	25 PEARSALL AVE	529,999	8,003	8,003	0	0.00	0	0.00	
2022	22700197	54--071-31	77 N BAYVIEW AVE	405,033	6,116	6,116	0	0.00	0	0.00	
2022	22700198	54--072-14	25 N LONG BEACH AVE	518,609	7,831	7,831	0	0.00	0	0.00	
2022	22700199	54--078-171	63 CENTRE ST	298,675	4,510	4,510	0	0.00	0	0.00	
2022	22700200	54--078-230	166 LEXINGTON AVE	414,370	6,257	6,257	0	0.00	0	0.00	
2022	22700201	54--078-239	192 LEXINGTON AVE	486,754	7,350	7,350	0	0.00	0	0.00	
2022	22700202	54--078---114	35 PARK AVE	361,589	5,460	5,460	0	0.00	0	0.00	
2022	22700203	54--085-112	61 PARK AVE	407,284	6,150	6,150	0	0.00	0	0.00	
2022	22700204	54--085-121	173 LEXINGTON AVE	503,708	7,606	7,606	0	0.00	0	0.00	
2022	22700205	54--086-218	400 PINE ST	489,205	7,387	7,387	0	0.00	0	0.00	
2022	22700206	54--087-8	222 PORTERFIELD PL	456,953	6,900	6,900	0	0.00	0	0.00	
2022	22700207	54--088-129	91 PARK AVE	430,463	6,500	6,500	0	0.00	0	0.00	
2022	22700208	54--089-15	87 MADISON AVE	406,225	6,134	6,134	0	0.00	0	0.00	
2022	22700209	54--089-17	91 MADISON AVE	344,238	5,198	5,198	0	0.00	0	0.00	
2022	22700210	54--091-112	86 S LONG BEACH AVE	456,754	6,897	6,897	0	0.00	0	0.00	
2022	22700211	54--091-222	20 PORTERFIELD PL	447,019	6,750	5,900	850	529.52	30	559.52	
2022	22700213	54--091-224	255 PINE ST	435,099	6,570	6,300	270	168.20	30	198.20	
2022	22700214	54--092-529	119 S BAYVIEW AVE	432,847	6,536	6,000	536	333.91	30	363.91	
2022	22700215	54--095-938	408 W MERRICK RD	338,741	5,115	5,115	0	0.00	0	0.00	
2022	22700216	54--197-192	15 FRANKEL AVE	275,033	4,153	4,153	0	0.00	0	0.00	
2022	22700217	54--198-168	222 JUANITA AVE	351,059	5,301	4,500	801	498.99	30	528.99	

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296	30	Award Refund \$30	Total Refund
2022	22700218	54--198-318	155 S BROOKSIDE AVE	436,026	6,584	6,180	404	251.68		30	281.68	
2022	22700219	54--199-334	494 SIGMOND ST	354,304	5,350	5,000	350	218.04		30	248.04	
2022	22700221	54--201-503	172 SWEEZY AVE	417,218	6,300	4,725	1,575	981.16		30	1,011.16	
2022	22700222	54--201-512	149 PARK AVE	479,072	7,234	6,500	734	457.25		30	487.25	
2022	22700223	54--202-159	168 STOKES AVE	345,033	5,210	5,210	0	0.00		0	0.00	
2022	22700224	54--202-162	164 STOKES AVE	339,735	5,130	5,130	0	0.00		0	0.00	
2022	22700225	54--204-633	165 MADISON AVE	376,490	5,685	5,300	385	239.84		30	269.84	
2022	22700226	54--206-101	306 ROSE ST	452,317	6,830	5,600	1,230	766.24		30	796.24	
2022	22700227	54--208-258	238 JUANITA AVE	298,013	4,500	4,500	0	0.00		0	0.00	
2022	22700228	54--208-260	236 JUANITA AVE	182,119	2,750	2,750	0	0.00		0	0.00	
2022	22700229	54--209-19	377 ROSE ST	331,788	5,010	5,010	0	0.00		0	0.00	
2022	22700230	54--209-144	2 FRANKEL AVE	390,728	5,900	5,400	500	311.48		30	341.48	
2022	22700231	54--299-286	556 SOUTHSIDE AVE	434,437	6,560	6,100	460	286.56		30	316.56	
2022	22700232	54--300-60	533 ARCHER ST	432,847	6,536	5,550	986	614.24		30	644.24	
2022	22700233	54--300-171	505 ARCHER ST	377,483	5,700	5,700	0	0.00		0	0.00	
2022	22700234	54--306-122	27 ONSLOW PL	430,463	6,500	6,500	0	0.00		0	0.00	
2022	22700235	54--307-31	32 ONSLOW PL	398,013	6,010	6,010	0	0.00		0	0.00	
2022	22700236	54--307-42	421 ARCHER ST	583,774	8,815	8,815	0	0.00		0	0.00	
2022	22700237	54--308-57	81 ELLIOTT PL	359,602	5,430	5,430	0	0.00		0	0.00	
2022	22700238	54--309-287	112 ELLIOTT PL	484,105	7,310	7,310	0	0.00		0	0.00	
2022	22700239	54--309-288	472 SOUTHSIDE AVE	440,397	6,650	6,650	0	0.00		0	0.00	
2022	22700240	54--310-10	475 SOUTHSIDE AVE	354,966	5,360	5,360	0	0.00		0	0.00	
2022	22700241	54--313-127	475 ATLANTIC AVE	355,827	5,373	5,373	0	0.00		0	0.00	
2022	22700242	54--316-13	50 ELINOR PL	398,675	6,020	6,020	0	0.00		0	0.00	
2022	22700243	54--317-180	462 S BAYVIEW AVE	400,662	6,050	6,050	0	0.00		0	0.00	

**MAIDENBAUM PROPERTY
2022 SCARS**

								0.62296	30		
						Dff Bet					
						2022				Award	
YEAR INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022	AV/Nego	Refund Tax	Rate 62.296	\$30	Refund	Total Refund
					Negotiated AV	AV					
2022	22700244	54--317-187	12 JOHNSON PL	413,576	6,245	6,245	0	0.00	0	0.00	
2022	22700245	54--319-32	164 WESTEND AVE	348,079	5,256	5,256	0	0.00	0	0.00	
2022	22700246	54--319-41	107 CARY PL	417,218	6,300	6,300	0	0.00	0	0.00	
2022	22700247	54--319-93	136 CARY PL	444,105	6,706	6,706	0	0.00	0	0.00	
2022	22700248	54--319-117	156 WESTEND AVE	394,039	5,950	5,950	0	0.00	0	0.00	
2022	22700249	54--319-237	108 CARY PL	339,072	5,120	5,120	0	0.00	0	0.00	
2022	22700250	54--320-133	25 JOHNSON PL	447,019	6,750	6,750	0	0.00	0	0.00	
2022	22700251	54--321-27	67 CARY PL	374,834	5,660	5,660	0	0.00	0	0.00	
2022	22700252	54--325-6	9 GERALD AVE	450,860	6,808	6,808	0	0.00	0	0.00	
2022	22700253	54--326-36	16 GERALD AVE	407,947	6,160	6,160	0	0.00	0	0.00	
2022	22700254	54--327-20	56 MEISTER BLVD	423,178	6,390	6,390	0	0.00	0	0.00	
2022	22700255	54--328-26	25 FLORENCE AVE	417,218	6,300	6,300	0	0.00	0	0.00	
2022	22700256	54--330-79	162 MEISTER BLVD	506,622	7,650	7,650	0	0.00	0	0.00	
2022	22700257	54--332-5	109 MEISTER BLVD	335,629	5,068	5,068	0	0.00	0	0.00	
2022	22700258	54--332-28	20 MURIEL ST	350,993	5,300	5,300	0	0.00	0	0.00	
2022	22700259	54--332-40	189 MEISTER BLVD	430,331	6,498	6,498	0	0.00	0	0.00	
2022	22700260	54--334-29	51 BUCHANAN ST	503,311	7,600	7,580	20	12.46	30	42.46	
2022	22700261	54--334-34	12 LESTER AVE	341,721	5,160	5,160	0	0.00	0	0.00	
2022	22700262	54--334-42	30 LESTER AVE	396,887	5,993	5,993	0	0.00	0	0.00	
2022	22700263	54--336-70	44 IRVING AVE	436,953	6,598	6,598	0	0.00	0	0.00	
2022	22700264	54--336-118	64 IRVING AVE	479,470	7,240	7,240	0	0.00	0	0.00	
2022	22700265	54--337-54	103 IRVING AVE	433,774	6,550	6,550	0	0.00	0	0.00	
2022	22700266	54--338-11	25 STIRLING AVE	398,675	6,020	6,020	0	0.00	0	0.00	
2022	22700267	54--338-52	105 STIRLING AVE	476,821	7,200	7,200	0	0.00	0	0.00	
2022	22700268	54--338-127	680 S BAYVIEW AVE	464,900	7,020	7,020	0	0.00	0	0.00	

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296	30	Award Refund \$30	Total Refund
2022	22700269	54--338-514	69 STIRLING AVE	388,741	5,870	5,870	0	0.00		0	0.00	
2022	22700270	54--457-4	92 VIRGINIA AVE	582,781	8,800	7,828	972	605.52		30	635.52	
2022	22700271	54--457-117	275 W SEAMAN AVE	453,841	6,853	6,853	0	0.00		0	0.00	
2022	22700272	54--457-310	59 MARYLAND AVE	398,675	6,020	6,020	0	0.00		0	0.00	
2022	22700273	54--458-225	58 MARYLAND AVE	475,033	7,173	7,173	0	0.00		0	0.00	
2022	22700274	54--459-21	10 BEVERLY PKWY	459,602	6,940	6,244	696	433.58		30	463.58	
2022	22700275	54--488-9	75 VIRGINIA AVE	519,072	7,838	6,796	1,042	649.12		30	679.12	
2022	22700276	54--489-7	59 BEVERLY PKWY	413,907	6,250	6,250	0	0.00		0	0.00	
2022	22700277	54--490-2	176 N BAYVIEW AVE	395,562	5,973	5,973	0	0.00		0	0.00	
2022	22700278	54--490-5	132 N BROOKSIDE AVE	426,754	6,444	6,444	0	0.00		0	0.00	
2022	22700279	54--491-14	3 VIRGINIA AVE	389,602	5,883	5,883	0	0.00		0	0.00	
2022	22700280	54--493-51	131 WILSON PL	506,622	7,650	7,650	0	0.00		0	0.00	
2022	22700281	54--524-36	306 S BROOKSIDE AVE	407,284	6,150	6,150	0	0.00		0	0.00	
2022	22700282	54--524-45	262 S BROOKSIDE AVE	359,602	5,430	5,430	0	0.00		0	0.00	
2022	22700283	54--524-46	258 S BROOKSIDE AVE	392,052	5,920	5,920	0	0.00		0	0.00	
2022	22700284	54--524-58	194 S BROOKSIDE AVE	314,569	4,750	4,750	0	0.00		0	0.00	
2022	22700285	54--524-100	32 WESTEND AVE	264,900	4,000	4,000	0	0.00		0	0.00	
2022	22700286	54--524-104	547 SOUTHSIDE AVE	419,536	6,335	6,335	0	0.00		0	0.00	
2022	22700287	55--M-13	14 CHELSEA CT	417,218	6,300	6,300	0	0.00		0	0.00	
2022	22700288	55--M-19	19 ESSEX CT	418,145	6,314	6,314	0	0.00		0	0.00	
2022	22700289	55--M-116	186 GREEN AVE	360,927	5,450	5,450	0	0.00		0	0.00	
2022	22700290	55--M-308	1 CHELSEA CT	387,814	5,856	5,856	0	0.00		0	0.00	
2022	22700291	55--M-320	177 GREEN AVE	300,264	4,534	4,534	0	0.00		0	0.00	
2022	22700292	55--M-690	450 PENNSYLVANIA AVE	501,986	7,580	7,580	0	0.00		0	0.00	
2022	22700293	55--M-699	221 GREEN AVE	728,476	11,000	8,250	2,750	1,713.14		30	1,743.14	

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296	30	Award Refund \$30	Total Refund
2022	22700294	55--N-48	26 W SEAMAN AVE	467,019	7,052	5,289	1,763	1,098.28		30	1,128.28	
2022	22700295	55--023-3	185 EVANS AVE	397,350	6,000	5,404	596	371.28		30	401.28	
2022	22700296	55--023-95	337 N LONG BEACH AVE	364,503	5,504	5,504	0	0.00		0	0.00	
2022	22700297	55--023-133	200 CRAIG AVE	529,139	7,990	6,506	1,484	924.47		30	954.47	
2022	22700298	55--023-211	141 EVANS AVE	351,854	5,313	5,313	0	0.00		0	0.00	
2022	22700299	55--056-1	290 PENNSYLVANIA AVE	360,993	5,451	5,451	0	0.00		0	0.00	
2022	22700300	55--056-129	215 CRAIG AVE	421,192	6,360	6,360	0	0.00		0	0.00	
2022	22700301	55--056-131	201 CRAIG AVE	466,887	7,050	7,050	0	0.00		0	0.00	
2022	22700302	55--056-140	300 PENNSYLVANIA AVE	529,801	8,000	6,000	2,000	1,245.92		30	1,275.92	
2022	22700303	55--058-143	274 PENNSYLVANIA AVE	436,291	6,588	6,588	0	0.00		0	0.00	
2022	22700304	55--058-555	248 PENNSYLVANIA AVE	476,821	7,200	7,200	0	0.00		0	0.00	
2022	22700305	55--058-569	109 NEW YORK AVE	424,172	6,405	6,405	0	0.00		0	0.00	
2022	22700306	55--067-421	38 WOODSIDE AVE	330,993	4,998	4,998	0	0.00		0	0.00	
2022	22700307	55--151-24	284 PUTNAM AVE	486,754	7,350	7,350	0	0.00		0	0.00	
2022	22700308	55--161-1	100 LINCOLN PL	385,695	5,824	5,824	0	0.00		0	0.00	
2022	22700309	55--161-3	88 LINCOLN PL	375,033	5,663	5,663	0	0.00		0	0.00	
2022	22700310	55--161-208	101 W SEAMAN AVE	456,953	6,900	6,900	0	0.00		0	0.00	
2022	22700311	55--171-107	18 E WOODBINE DR	368,079	5,558	5,558	0	0.00		0	0.00	
2022	22700312	55--171-111	56 LENA AVE	461,589	6,970	5,228	1,742	1,085.20		30	1,115.20	
2022	22700313	55--171-118	161 N OCEAN AVE	370,860	5,600	5,600	0	0.00		0	0.00	
2022	22700314	55--195-81	3-5 HELEN AVE	360,927	5,450	5,450	0	0.00		0	0.00	
2022	22700315	55--207-250	125 LAKEVIEW AVE	368,079	5,558	5,558	0	0.00		0	0.00	
2022	22700316	55--210-825	47 LAKEVIEW AVE	456,953	6,900	6,900	0	0.00		0	0.00	
2022	22700317	55--211-100	129 PARSONS AVE	282,516	4,266	4,266	0	0.00		0	0.00	
2022	22700318	55--216-660	11 FREDERICK AVE	388,476	5,866	5,866	0	0.00		0	0.00	

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VAL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296	Award Refund \$30	30	Total Refund
2022	22700319	55--217-760	9 JACKSON PL	384,105	5,800	5,800	0	0.00		0		0.00
2022	22700320	55--218-790	14 HARRISON AVE	368,079	5,558	5,558	0	0.00		0		0.00
2022	22700321	55--224-408	78 RUTLAND RD	390,066	5,890	5,890	0	0.00		0		0.00
2022	22700322	55--230-249	63 N COLUMBUS AVE	405,298	6,120	6,120	0	0.00		0		0.00
2022	22700323	55--230-260	26 ROSEDALE AVE	357,615	5,400	5,400	0	0.00		0		0.00
2022	22700324	55--231-214	84 MOUNT AVE	334,437	5,050	5,050	0	0.00		0		0.00
2022	22700325	55--232-1	4 MOUNT AVE	387,284	5,848	5,848	0	0.00		0		0.00
2022	22700326	55--237-1	55 GRAND AVE	341,721	5,160	5,160	0	0.00		0		0.00
2022	22700327	55--246-59	159 DEHNHOFF AVE	367,549	5,550	5,550	0	0.00		0		0.00
2022	22700328	55--247-117	152 E DEAN ST	350,993	5,300	5,300	0	0.00		0		0.00
2022	22700329	55--249-235	126 HARRIS AVE	387,417	5,850	5,850	0	0.00		0		0.00
2022	22700330	55--253-101	69 E DEAN ST	337,748	5,100	5,100	0	0.00		0		0.00
2022	22700331	55--259-13	11 W SEAMAN AVE	347,615	5,249	5,249	0	0.00		0		0.00
2022	22700332	55--261-18	16 W DEAN ST	292,450	4,416	4,416	0	0.00		0		0.00
2022	22700333	55--263-23	128 N GROVE ST	410,728	6,202	6,202	0	0.00		0		0.00
2022	22700334	55--263-24	132 N GROVE ST	354,304	5,350	5,350	0	0.00		0		0.00
2022	22700335	55--267-5	104 N BERGEN PL	314,569	4,750	4,750	0	0.00		0		0.00
2022	22700336	55--269-2	104 WALLACE ST	508,145	7,673	7,673	0	0.00		0		0.00
2022	22700337	55--271-19	124 N LONG BEACH AVE	546,357	8,250	8,250	0	0.00		0		0.00
2022	22700338	55--324-17	48 S BERGEN PL	576,158	8,700	8,700	0	0.00		0		0.00
2022	22700339	55--344-173	34 FOREST AVE	347,682	5,250	5,250	0	0.00		0		0.00
2022	22700340	55--347-90	214 MOUNT JOY AVE	456,953	6,900	6,516	384	239.22		30		269.22
2022	22700341	55--347-183	185 PRINCE AVE	486,754	7,350	6,860	490	305.25		30		335.25
2022	22700342	55--348-32	41 FOREST AVE	427,152	6,450	6,450	0	0.00		0		0.00
2022	22700343	55--350-1	210 MOORE AVE	447,019	6,750	6,750	0	0.00		0		0.00

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	30 Award Refund \$30	Total Refund
2022	22700344	55--353---10	223 INDEPENDENCE AVE	278,145	4,200	4,200	0	0.00	0	0.00
2022	22700345	55--359-474	162 WOODSIDE AVE	400,662	6,050	6,050	0	0.00	0	0.00
2022	22700346	55--361---11	6 BEDFORD AVE	359,668	5,431	5,431	0	0.00	0	0.00
2022	22700348	55--364-142	66 INDEPENDENCE AVE	403,708	6,096	6,096	0	0.00	0	0.00
2022	22700349	55--367-740	12 HOPE PL	331,125	5,000	5,000	0	0.00	0	0.00
2022	22700350	55--368-719	16 STAR PL	198,675	3,000	3,000	0	0.00	0	0.00
2022	22700351	55--375---11	65 SAGAMORE ST	382,450	5,775	5,775	0	0.00	0	0.00
2022	22700352	55--376---12	80 BEDFORD AVE	341,721	5,160	5,160	0	0.00	0	0.00
2022	22700353	55--382---13	210 RUTLAND RD	410,596	6,200	6,200	0	0.00	0	0.00
2022	22700354	55--384-34	168 N LONG BEACH AVE	418,013	6,312	5,610	702	437.32	30	467.32
2022	22700355	55--384-49	155 WALLACE ST	437,086	6,600	6,600	0	0.00	0	0.00
2022	22700356	55--385-1	144 NEW YORK AVE	483,311	7,298	7,298	0	0.00	0	0.00
2022	22700357	55--385-131	135 CONNECTICUT AVE	455,629	6,880	6,270	610	380.01	30	410.01
2022	22700358	55--385-196	126 NEW YORK AVE	449,536	6,788	6,788	0	0.00	0	0.00
2022	22700359	55--385-628	162 W SEAMAN AVE	410,596	6,200	6,200	0	0.00	0	0.00
2022	22700360	55--386-4	117 CRAIG AVE	410,066	6,192	6,192	0	0.00	0	0.00
2022	22700361	55--386-144	287 WALLACE ST	289,735	4,375	4,375	0	0.00	0	0.00
2022	22700362	55--387-60	174 CONNECTICUT AVE	423,178	6,390	6,390	0	0.00	0	0.00
2022	22700363	55--387-660	146 CONNECTICUT AVE	469,867	7,095	7,095	0	0.00	0	0.00
2022	22700364	55--389-156	81 CRAIG AVE	365,562	5,520	5,520	0	0.00	0	0.00
2022	22700365	55--390-138	34 CRAIG AVE	271,523	4,100	4,100	0	0.00	0	0.00
2022	22700366	55--390-162	41 EVANS AVE	314,039	4,742	4,742	0	0.00	0	0.00
2022	22700367	55--391-176	87 EVANS AVE	321,192	4,850	4,850	0	0.00	0	0.00
2022	22700368	55--393-132	411 N MAIN ST	442,715	6,685	6,685	0	0.00	0	0.00
2022	22700369	55--396-361	103 MOORE AVE	376,357	5,683	5,683	0	0.00	0	0.00

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296	30	Award Refund \$30	Total Refund
2022	22700395	62--061-225	9 W 1st ST	626,490	9,460	7620	1,840	1,146.25		30	1,176.25	
2022	22700396	62--062-190	75 W 2nd ST	479,735	7,244	6437	807	502.73		30	532.73	
2022	22700397	62--062-239	578 S MAIN ST	496,688	7,500	5625	1,875	1,168.05		30	1,198.05	
2022	22700398	62--062-342	65 W 2nd ST	666,423	10,063	7955	2,108	1,313.20		30	1,343.20	
2022	22700399	62--063-108	37 W 3rd ST	407,549	6,154	5593	561	349.48		30	379.48	
2022	22700400	62--063-195	63 W 3rd ST	424,701	6,413	6182	231	143.90		30	173.90	
2022	22700401	62--064-473	0 W 4th ST	119,205	1,800	1,800	0	0.00		0	0.00	
2022	22700402	62--069-122	64 E BEDELL ST	268,543	4,055	3993	62	38.62		30	68.62	
2022	22700403	62--069-136	40 E BEDELL ST	442,052	6,675	5166	1,509	940.05		30	970.05	
2022	22700404	62--069-168	65 E 1st ST	466,887	7,050	7,050	0	0.00		0	0.00	
2022	22700405	62--069-175	99 E 1st ST	415,099	6,268	5534	734	457.25		30	487.25	
2022	22700406	62--069-179	112 E 1st ST	498,410	7,526	5645	1,881	1,171.79		30	1,201.79	
2022	22700407	62--069-184	88 E 1st ST	453,642	6,850	6,850	0	0.00		0	0.00	
2022	22700408	62--069-185	82 E 1st ST	443,708	6,700	5544	1,156	720.14		30	750.14	
2022	22700409	62--069-198	18 E 1st ST	419,536	6,335	5404	931	579.98		30	609.98	
2022	22700410	62--070-496	178 SAINT MARKS AVE	357,615	5,400	5314	86	53.57		30	83.57	
2022	22700411	62--075-27	84 SMITH ST	455,629	6,880	6,880	0	0.00		0	0.00	
2022	22700412	62--076-121	214 CHURCH ST	598,013	9,030	6865	2,165	1,348.71		30	1,378.71	
2022	22700413	62--079-2	15 SPORTSMANS AVE	317,880	4,800	4129	671	418.01		30	448.01	
2022	22700414	62--086-2	55 RAY ST	626,490	9,460	7,343	2,117	1,318.81		30	1,348.81	
2022	22700415	62--086-488	47 RAY ST	469,403	7,088	6,540	548	341.38		0	341.38	
2022	22700416	62--087-211	341 WESTSIDE AVE	421,192	6,360	6,146	214	133.31		0	133.31	
2022	22700417	62--087-227	36 PROSPECT ST	410,596	6,200	5,914	286	178.17		0	178.17	
2022	22700418	62--087-234	50 PROSPECT ST	362,384	5,472	5,337	135	84.10		0	84.10	
2022	22700419	62--088-24	178-A SPORTSMANS AVE	424,701	6,413	6,413	0	0.00		0	0.00	

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296 30 Award Refund \$30	Total Refund
2022	22700420	62--088-69	459 GUY LOMBARDO AVE	541,721	8,180	8,114	66	41.12	0	41.12
2022	22700421	62--089-28	235 SPORTSMANS AVE	569,403	8,598	7,737	861	536.37	0	536.37
2022	22700422	62--089-30	241 SPORTSMANS AVE	344,370	5,200	4,783	417	259.77	0	259.77
2022	22700423	62--090-106	358 ARTHUR ST	368,543	5,565	5,565	0	0.00	0	0.00
2022	22700424	62--090-611	238 ARTHUR ST	396,357	5,985	5,985	0	0.00	0	0.00
2022	22700425	62--091-292	141 GARFIELD ST	442,715	6,685	6,685	0	0.00	0	0.00
2022	22700426	62--091-300	119 GARFIELD ST	438,410	6,620	6,341	279	173.81	0	173.81
2022	22700427	62--091-434	84 PRESIDENT ST	495,099	7,476	7,453	23	14.33	30	44.33
2022	22700428	62--092-372	183 GORDON PL	539,735	8,150	8,150	0	0.00	0	0.00
2022	22700429	62--092-392	165 GORDON PL	471,523	7,120	7,120	0	0.00	0	0.00
2022	22700430	62--092-400	157 GORDON PL	384,105	5,800	5,800	0	0.00	0	0.00
2022	22700431	62--092-438	129 GORDON PL	393,377	5,940	5,940	0	0.00	0	0.00
2022	22700433	62--093-900	14 WILSHIRE CT	343,509	5,187	5,081	106	66.03	30	96.03
2022	22700434	62--094-128	88 LAYTON ST	398,675	6,020	5,238	782	487.15	30	517.15
2022	22700435	62--095-120	40 MARTHA ST	344,370	5,200	4,479	721	449.15	30	479.15
2022	22700436	62--095-173	92 MARTHA ST	375,894	5,676	4,702	974	606.76	30	636.76
2022	22700437	62--096-212	30 NORTON ST	387,417	5,850	5,120	730	454.76	30	484.76
2022	22700438	62--096-219	40 NORTON ST	350,993	5,300	4,638	662	412.40	30	442.40
2022	22700439	62--097-354	38 OVERTON ST	282,913	4,272	4,272	0	0.00	0	0.00
2022	22700440	62--097-364	88 OVERTON ST	287,682	4,344	3,709	635	395.58	30	425.58
2022	22700441	62--098-468	74 POLK ST	370,198	5,590	4,421	1,169	728.24	30	758.24
2022	22700442	62--098-474	44 POLK ST	364,900	5,510	4,425	1,085	675.91	30	705.91
2022	22700443	62--098-475	38 POLK ST	365,033	5,512	4,835	677	421.74	30	451.74
2022	22700444	62--098-479	18 POLK ST	303,973	4,590	3,743	847	527.65	30	557.65
2022	22700445	62--099-553	71 POLK ST	407,284	6,150	4,613	1,537	957.49	30	987.49

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296 30 Award Refund \$30	Total Refund
2022	22700446	62--099-561	17 POLK ST	358,476	5,413	4,844	569	354.46	30	384.46
2022	22700447	62--099-568	77 POLK ST	359,536	5,429	5,138	291	181.28	30	211.28
2022	22700448	62--100-651	160 HUDSON AVE	303,046	4,576	3,842	734	457.25	30	487.25
2022	22700449	62--100-654	83 ROBERT ST	347,748	5,251	5,152	99	61.67	30	91.67
2022	22700450	62--101-74	48 VAN BUREN ST	276,158	4,170	4,170	0	0.00	0	0.00
2022	22700451	62--102-793	808 GUY LOMBARDO AVE	402,516	6,078	5,765	313	194.99	30	224.99
2022	22700452	62--105-314	63 TYLER ST	299,668	4,525	3,990	535	333.28	30	363.28
2022	22700453	62--105-334	68 HUBBARD AVE	314,569	4,750	3,969	781	486.53	30	516.53
2022	22700454	62--106-423	14 HOWARD AVE	366,821	5,539	4,645	894	556.93	30	586.93
2022	22700455	62--106-434	68 HOWARD AVE	341,655	5,159	5,095	64	39.87	30	69.87
2022	22700456	62--110-4	210 GUY LOMBARDO AVE	386,026	5,829	5,829	0	0.00	0	0.00
2022	22700457	62--110-13	24 WHALEY ST	655,629	9,900	9,900	0	0.00	0	0.00
2022	22700458	62--112-10	289 S OCEAN AVE	441,721	6,670	6,670	0	0.00	0	0.00
2022	22700459	62--115-9	189 SMITH ST	495,099	7,476	7,325	151	94.07	30	124.07
2022	22700460	62--116-4	41 MILLER AVE	580,132	8,760	8,760	0	0.00	0	0.00
2022	22700461	62--117-7	246 S OCEAN AVE	452,980	6,840	6,840	0	0.00	0	0.00
2022	22700462	62--122-17	265 S LONG BEACH AVE	483,178	7,296	7,296	0	0.00	0	0.00
2022	22700463	62--124-121	255 SOUTHSIDE AVE	527,152	7,960	7,960	0	0.00	0	0.00
2022	22700464	62--125-9	160 S LONG BEACH AVE	361,589	5,460	5,410	50	31.15	30	61.15
2022	22700465	62--129-11	256 S LONG BEACH AVE	475,099	7,174	7,174	0	0.00	0	0.00
2022	22700466	62--130-10	288 S LONG BEACH AVE	433,774	6,550	6,550	0	0.00	0	0.00
2022	22700467	62--131-2	310 S LONG BEACH AVE	453,642	6,850	6,850	0	0.00	0	0.00
2022	22700468	62--131-17	161 ROOSEVELT AVE	362,384	5,472	5,420	52	32.39	30	62.39
2022	22700469	62--131-19	139 ROOSEVELT AVE	365,364	5,517	5,517	0	0.00	0	0.00
2022	22700470	62--132-16	24 ROOSEVELT AVE	347,682	5,250	5,250	0	0.00	0	0.00

**MAIDENBAUM PROPERTY
2022 SCARS**

								0.62296	30		
						Dff Bet					
						2022				Award	
YEAR INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022	AV/Nego	Refund Tax	Rate 62.296	\$30	Refund	Total Refund
					Negotiated AV	AV					
2022	22700471	62--132-133	275 SMITH ST	441,655	6,669	6,669	0	0.00	0	0.00	
2022	22700472	62--133-4	191 ROSE ST	441,655	6,669	6,669	0	0.00	0	0.00	
2022	22700473	62--133-5	191 ROSE ST	167,549	2,530	2,530	0	0.00	0	0.00	
2022	22700474	62--134-13	173 WHALEY ST	403,973	6,100	6,100	0	0.00	0	0.00	
2022	22700475	62--134-18	153 WHALEY ST	392,119	5,921	5,921	0	0.00	0	0.00	
2022	22700476	62--134-22	312 ARCHER ST	515,761	7,788	7,788	0	0.00	0	0.00	
2022	22700477	62--135-61	336 SOUTHSIDE AVE	397,350	6,000	6,000	0	0.00	0	0.00	
2022	22700478	62--135-214	339 ARCHER ST	369,536	5,580	5,580	0	0.00	0	0.00	
2022	22700479	62--136-32	345 SOUTHSIDE AVE	420,529	6,350	6,350	0	0.00	0	0.00	
2022	22700480	62--138-20	63 SAINT MARKS AVE	423,841	6,400	5,931	469	292.17	0	292.17	
2022	22700481	62--139-1	195 CEDAR ST	447,019	6,750	5,903	847	527.65	0	527.65	
2022	22700482	62--141-128	51 BRANCH AVE	413,377	6,242	6,121	121	75.38	0	75.38	
2022	22700483	62--143-7	58 BRANCH AVE	385,033	5,814	5,814	0	0.00	0	0.00	
2022	22700484	62--143-47	8 PRATO CT	464,437	7,013	6,524	489	304.63	0	304.63	
2022	22700485	62--145-557	323 ATLANTIC AVE	351,655	5,310	5,310	0	0.00	0	0.00	
2022	22700486	62--147-7	105 S BAY AVE	442,715	6,685	6,526	159	99.05	0	99.05	
2022	22700487	62--147-508	137 S BAY AVE	386,026	5,829	5,829	0	0.00	0	0.00	
2022	22700488	62--147-515	119 S BAY AVE	401,059	6,056	5,860	196	122.10	0	122.10	
2022	22700489	62--151-277	388 S LONG BEACH AVE	374,569	5,656	5,656	0	0.00	0	0.00	
2022	22700490	62--152-326	289 ROOSEVELT AVE	392,980	5,934	5,931	3	1.87	0	1.87	
2022	22700491	62--154-5	415 ROOSEVELT AVE	521,854	7,880	7,505	375	233.61	0	233.61	
2022	22700492	62--154-361	375 ROOSEVELT AVE	655,629	9,900	7,708	2,192	1,365.53	30	1,395.53	
2022	22700493	62--155-198	636 S LONG BEACH AVE	411,125	6,208	6,208	0	0.00	0	0.00	
2022	22700494	62--155-373	477 ROOSEVELT AVE	367,549	5,550	5,550	0	0.00	0	0.00	
2022	22700495	62--156-21	438 ROOSEVELT AVE	498,278	7,524	7,524	0	0.00	0	0.00	

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	30 Award Refund \$30	Total Refund
								0.62296	30	
2022	22700496	62--156-25	708 S LONG BEACH AVE	447,019	6,750	6,750	0	0.00	0	0.00
2022	22700497	62--156-542	932 S LONG BEACH AVE	521,523	7,875	7,875	0	0.00	0	0.00
2022	22700498	62--156-544	926 S LONG BEACH AVE	626,490	9,460	9,460	0	0.00	0	0.00
2022	22700499	62--156-769	352 ROOSEVELT AVE	294,701	4,450	4,450	0	0.00	0	0.00
2022	22700500	62--158-23	399 S LONG BEACH AVE	393,907	5,948	5,948	0	0.00	0	0.00
2022	22700501	62--159-60	463 S LONG BEACH AVE	301,324	4,550	4,550	0	0.00	0	0.00
2022	22700502	62--159-471	126 NASSAU AVE	396,357	5,985	5,985	0	0.00	0	0.00
2022	22700503	62--159-495	150 NASSAU AVE	399,933	6,039	6,039	0	0.00	0	0.00
2022	22700504	62--160-101	549 S LONG BEACH AVE	408,278	6,165	6,165	0	0.00	0	0.00
2022	22700505	62--160-107	561 S LONG BEACH AVE	347,748	5,251	5,251	0	0.00	0	0.00
2022	22700506	62--160-113	573 S LONG BEACH AVE	358,145	5,408	5,408	0	0.00	0	0.00
2022	22700507	62--160-122	591 S LONG BEACH AVE	367,549	5,550	5,550	0	0.00	0	0.00
2022	22700508	62--160-419	228 NASSAU AVE	354,304	5,350	5,350	0	0.00	0	0.00
2022	22700509	62--161-288	5 NASSAU AVE	345,695	5,220	5,220	0	0.00	0	0.00
2022	22700510	62--161-289	237 ATLANTIC AVE	394,370	5,955	5,955	0	0.00	0	0.00
2022	22700511	62--163-369	115 NASSAU AVE	536,423	8,100	8,100	0	0.00	0	0.00
2022	22700512	62--164-416	374 MILLER AVE	431,125	6,510	6,510	0	0.00	0	0.00
2022	22700513	62--166-46	237 MILLER AVE	398,741	6,021	6,021	0	0.00	0	0.00
2022	22700514	62--169-12	181 RAY ST	385,430	5,820	4,365	1,455	906.41	30	936.41
2022	22700515	62--169-26	188 CARMAN ST	492,052	7,430	6875	555	345.74	0	345.74
2022	22700516	62--170-5	410 GUY LOMBARDO AVE	440,397	6,650	6,650	0	0.00	0	0.00
2022	22700517	62--170-10	411 S OCEAN AVE	475,496	7,180	7,180	0	0.00	0	0.00
2022	22700518	62--172-111	381 MILLER AVE	347,682	5,250	5,250	0	0.00	0	0.00
2022	22700519	62--172-117	399 MILLER AVE	341,854	5,162	5,162	0	0.00	0	0.00
2022	22700520	62--172-120	405 MILLER AVE	400,662	6,050	6,050	0	0.00	0	0.00

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR	INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALL	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	0.62296	Award Refund \$30	30	Total Refund
2022	22700521	62--178-497	32 HAMILTON ST	458,940	6,930	6,571	359	223.64		0		223.64
2022	22700522	62--179-26	537 MILLER AVE	424,768	6,414	5,911	503	313.35		0		313.35
2022	22700523	62--179-452	702 S OCEAN AVE	390,728	5,900	5,900	0	0.00		0		0.00
2022	22700524	62--180-416	659 MILLER AVE	417,218	6,300	6,300	0	0.00		0		0.00
2022	22700525	62--180-428	818 S OCEAN AVE	365,099	5,513	5,450	63	39.25		0		39.25
2022	22700526	62--181-179	277 NASSAU AVE	433,774	6,550	6,246	304	189.38		0		189.38
2022	22700527	62--182-111	576 MILLER AVE	347,682	5,250	5,250	0	0.00		0		0.00
2022	22700528	62--182-119	560 MILLER AVE	425,165	6,420	5766	654	407.42		0		407.42
2022	22700529	62--183-277	766 MILLER AVE	158,145	2,388	2,388	0	0.00		0		0.00
2022	22700530	62--183-294	724 MILLER AVE	430,463	6,500	6,500	0	0.00		0		0.00
2022	22700531	62--183-302	704 MILLER AVE	398,675	6,020	6,020	0	0.00		0		0.00
2022	22700532	62--183-367	652 MILLER AVE	443,708	6,700	6,700	0	0.00		0		0.00
2022	22700533	62--183-375	469 NASSAU AVE	447,019	6,750	6,750	0	0.00		0		0.00
2022	22700534	62--183-393	621 NASSAU AVE	396,357	5,985	5,985	0	0.00		0		0.00
2022	22700535	62--184-145	655 S LONG BEACH AVE	430,463	6,500	6,500	0	0.00		0		0.00
2022	22700536	62--184-156	683 S LONG BEACH AVE	381,456	5,760	5,760	0	0.00		0		0.00
2022	22700537	62--184-296	316 NASSAU AVE	427,152	6,450	6,450	0	0.00		0		0.00
2022	22700538	62--185-258	420 NASSAU AVE	395,562	5,973	5,973	0	0.00		0		0.00
2022	22700539	62--185-284	366 NASSAU AVE	426,490	6,440	6,270	170	105.90		30		135.90
2022	22700540	62--185-318	723 S LONG BEACH AVE	442,384	6,680	6,519	161	100.30		30		130.30
2022	22700541	62--186-420	875 S LONG BEACH AVE	264,900	4,000	4,000	0	0.00		0		0.00
2022	22700542	62--186-490	793 S LONG BEACH AVE	402,119	6,072	6,072	0	0.00		0		0.00
2022	22700543	62--186-509	857 S LONG BEACH AVE	390,728	5,900	5900	0	0.00		0		0.00
2022	22700544	62--186-532	645 NASSAU AVE	447,350	6,755	6,755	0	0.00		0		0.00
2022	22700545	62--187-797	310 BRANCH AVE	420,529	6,350	6,350	0	0.00		0		0.00

**MAIDENBAUM PROPERTY
2022 SCARS**

YEAR INDEX #	PARCEL ID	LEGAL ADDRESS	MKT VALI	2022 AV	2022 Negotiated AV	Dff Bet 2022 AV/Nego AV	Refund Tax Rate 62.296	Award Refund \$30	Total Refund
							0.62296	30	
2022	22700546	62--196-2 5 E 2nd ST	499,999	7,550	7,494	56	34.89	30	64.89
2022	22700547	62--196-4 21 E 2nd ST	484,105	7,310	7,272	38	23.67	30	53.67
2022	22700548	62--196-6 31 E 2nd ST	443,509	6,697	6,697	0	0.00	0	0.00
2022	22700549	62--196-7 37 E 2nd ST	437,086	6,600	6,600	0	0.00	0	0.00
2022	22700550	62--196-31 58 E 2nd ST	444,172	6,707	6,700	7	4.36	30	34.36
2022	22700551	62--196-32 52 E 2nd ST	449,668	6,790	6,757	33	20.56	30	50.56
2022	22700552	62--196-44 98 E 2nd ST	503,907	7,609	6,886	723	450.40	30	480.40
2022	22700553	62--203-2 607 S MAIN ST	393,907	5,948	5,830	118	73.51	30	103.51
2022	22700554	62--203-6 5 LAURETTE LN	422,119	6,374	6,374	0	0.00	0	0.00
2022	22700556	62--203-20 29 ANN DR N	472,649	7,137	6,490	647	403.06	30	433.06
2022	22700557	62--203-21 31 ANN DR N	475,165	7,175	6,765	410	255.41	30	285.41
2022	22700558	62--203-40 61 ANN DR S	359,602	5,430	5,430	0	0.00	0	0.00
2022	22700560	62--203-57 95 ANN DR S	397,350	6,000	5,907	93	57.94	30	87.94
2022	22700561	62--203-61 7 JEFFREY CT	481,721	7,274	6,743	531	330.79	30	360.79
2022	22700562	62--204-6 14 ANN DR N	441,721	6,670	6,182	488	304.00	30	334.00
2022	22700563	62--204-22 23 LAURETTE LN	403,973	6,100	6,072	28	17.44	30	47.44
2022	22700564	62--205-15 623 S MAIN ST	356,423	5,382	5,382	0	0.00	0	0.00
2022	22700565	62--206-14 42 ANN DR E	530,927	8,017	6,820	1,197	745.68	30	775.68
2022	22700566	62--227-9 358 SAINT MARKS AVE	405,033	6,116	5,500	616	383.74	30	413.74
2022	22700567	62--227-10 352 SAINT MARKS AVE	413,907	6,250	5,588	662	412.40	30	442.40
2022	22700568	62--234-4 223 WESTSIDE AVE - UNIT B	475,231	7,176	6,347	829	516.43	30	546.43
2022	22700569	62--234-45 243 WESTSIDE AVE - UNIT D	562,582	8,495	7,612	883	550.07	30	580.07
2022	22700570	62--234-52 253 WESTSIDE AVE - UNIT A	486,556	7,347	6,710	637	396.83	30	426.83
TOTAL				2,669,044	2,572,542	96,502	60,116.89	3,510	63,626.89

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: November 3, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

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

At the bid opening on October 31, 2023, the Electric Department received one bid in response to its advertisement for the Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers.

Based on the Utility's attached cost analysis, Irby Utilities was the only responsive and responsible bidder meeting specifications. Irby Utilities did have exceptions to the specifications but they were acceptable to Freeport Electric.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the above named bid be awarded to the only responsible and responsive bidder meeting specifications, Irby Utilities, 1902 County Route 57, Fulton, NY 13069. The bid term will run from November 13, 2023 to February 28, 2027, with pricing subject to a normal cost escalator. Further, there is an extension option for one additional year. The cost of the transformers will be charged to Account E 123000 (Inventory).

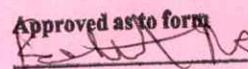


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on September 26, 2023, the Board authorized 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, at the bid opening on October 31, 2023, the Electric Department received one (1) bid in response to its advertisement; and

WHEREAS, the only responsible and responsive bidder was submitted by Irby Utilities, 1902 County Route 57, Fulton, NY 13069; and

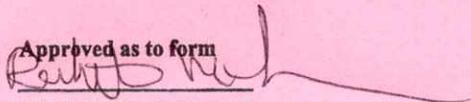
WHEREAS, the contract term will cover a period of three (3) years with an option for a fourth year from November 13, 2023 to February 28, 2027, with pricing subject to a normal cost escalator; and

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 Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the "Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers, Bid #23-10-ELEC-673", to Irby Utilities, 1902 County Route 57, Fulton, NY 13069, for a term of three (3) years with an option for a fourth year from November 13, 2023 to February 28, 2027, with pricing subject to a normal cost escalator.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities September 27, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 26, 2023:

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

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to 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	Absent
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

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

23-10-ELEC-673 Various OH Polemount Distribution Transformers - Irby Bid

Summary: Only one bid was received. The lone bidder Stuart C Irby Co. had several minor exceptions that were all found to be acceptable (reviewed below) and is therefore the lowest responsive bidder. Important to note Stuart C Irby Co declined to bid on Items 8 & 9 and thus those items are not awarded under this bid.

Paragraph	Describe Exception	Alternative Submission	FE Review
Article 2.19	Overall height of 100 KVA Transformer	The spec calls out that the overall height of the transformer including the bushing shall not exceed 50 inches. In the bid proposal the overall height is specified as 49.7 inches.	Acceptable. The height different is insignificant.
Article 1.4	Warranty terms	The bidder limits the warranty to 18 months after shipment.	Acceptable.
Article 2.7	Tank grounding provision	Bidder proposes providing an ANDERSEN GRD CONNECTER # GTCL-34A.	Acceptable. The proposed ground connector will still accommodate AWG No. 8 to No. 2 stranded copper.

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

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

TABLE OF CONTENTS

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

	Page
NOTICE TO BIDDERS	3
NON-COLLUSIVE BIDDING CERTIFICATIONS	4
WAIVER OF IMMUNITY	4
STATEMENT OF EQUALITY	4
INSTRUCTIONS FOR BIDDERS	5 – 8
DETAILED SPECIFICATIONS	9 – 14
PROPOSAL	15 – 22
APPENDIX A	23
APPENDIX B	24 – 25

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. 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 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.

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: 10/25/23

NAME: Stuart C. Irby Company dba Irby Utilities

ADDRESS: 1902 County Route 57

Fulton, NY 13069

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: Stuart C. Irby Company dba Irby Utilities

BIDDER'S ADDRESS: 1902 County Route 57, Fulton, NY 13069

BIDDER'S F.E.I.N.: 64-0179020

BIDDER'S TELEPHONE (DAY): 315-652-1255

EMAIL: pciarla@irby.com

FAX NUMBER: _____

SIGNED BY: Nicole H. Dear

TITLE: VP of Finance

DATE: 10 / 25 / 23

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

NAME & TITLE	ADDRESS
<u>Joe Lenoir, President</u>	<u>815 Irby Drive, Jackson, MS 39201</u>
<u>Nicole H. Dear, VP of Finance</u>	<u>815 Irby Drive, Jackson, MS 39201</u>
_____	_____
_____	_____

NAME OF BIDDER: Stuart C. Irby Company dba Irby Utilities

BUSINESS ADDRESS OF BIDDER: 1902 County Route 57, Fulton, NY 13069

DATED: THE 25 DAY OF October, 2023

REFERENCES

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

1)

Name: Village of Fairport

Company: Muni/Village

Address: 43 Lift Bridge Lane East
Fairport, NY 14450

Phone: 585-223-0440

2)

Name: Lake Placid

Company: Village/Muni

Address: 77 Powerhouse Lane
Lake Placid, NY 12946

Phone: 518-523-2584

3)

Name: Massena Electric

Company: Muni/Village

Address: 71 E Hatfield St.
Massena, NY 13662

Phone: 315-764-0253

GE

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	4,170	27-28 weeks
2.	25	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	3,801	29-30 weeks
3.	37.5	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	4,518	30-31 weeks
4.	50	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	5,040	30-31 weeks
5.	75	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	6,880	31-32 weeks
6.	100	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	8,486	31-32 weeks
7.	167	2400/4160 Y X 7970/13800 Y – 120/240	DUAL	14,092	31-32 weeks
8.	250	2400/4160 Y X 7970/13800 Y – 120/240	DUAL	No QUOTE	X
9.	333	2400/4160 Y X 7970/13800 Y – 120/240	DUAL	No QUOTE	X
10.	50	4160 GRD Y / 2400 X 13800 /7970 - 277	SINGLE	4,902	32-33 weeks
11.	75	4160 GRD Y / 2400 X 13800 /7970 - 277	SINGLE	5,039	32-33 weeks
12.	100	4160 GRD Y / 2400 X 13800 /7970 - 277	SINGLE	8,015	32-33 weeks

MANUFACTURER'S INFORMATION

NAME OF TRANSFORMER MANUFACTURER GE - Prolec

ADDRESS 400 S Prairie Ave Waukesha, WI

TELEPHONE NUMBER 262-547-0121

FAX NO. _____

DATE 10/25/23

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

Name of Bidder: Stuart C. Irby Company dba Irby Utilities
Address: 1902 County Route 57
City & State: Fulton, NY 13069
Telephone No.: 315-652-1255
Fax No.: _____

Nicole H. Dear	VP of Finance	601-969-1811
<small>(Print Name)</small>	<small>(Title)</small>	<small>(Telephone No.)</small>
<u>Nicole H. Dear</u>	<u>10/25/23</u>	
<small>(Signature of Bidder)</small>	<small>(Date)</small>	

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 A

Exceptions to the Specification

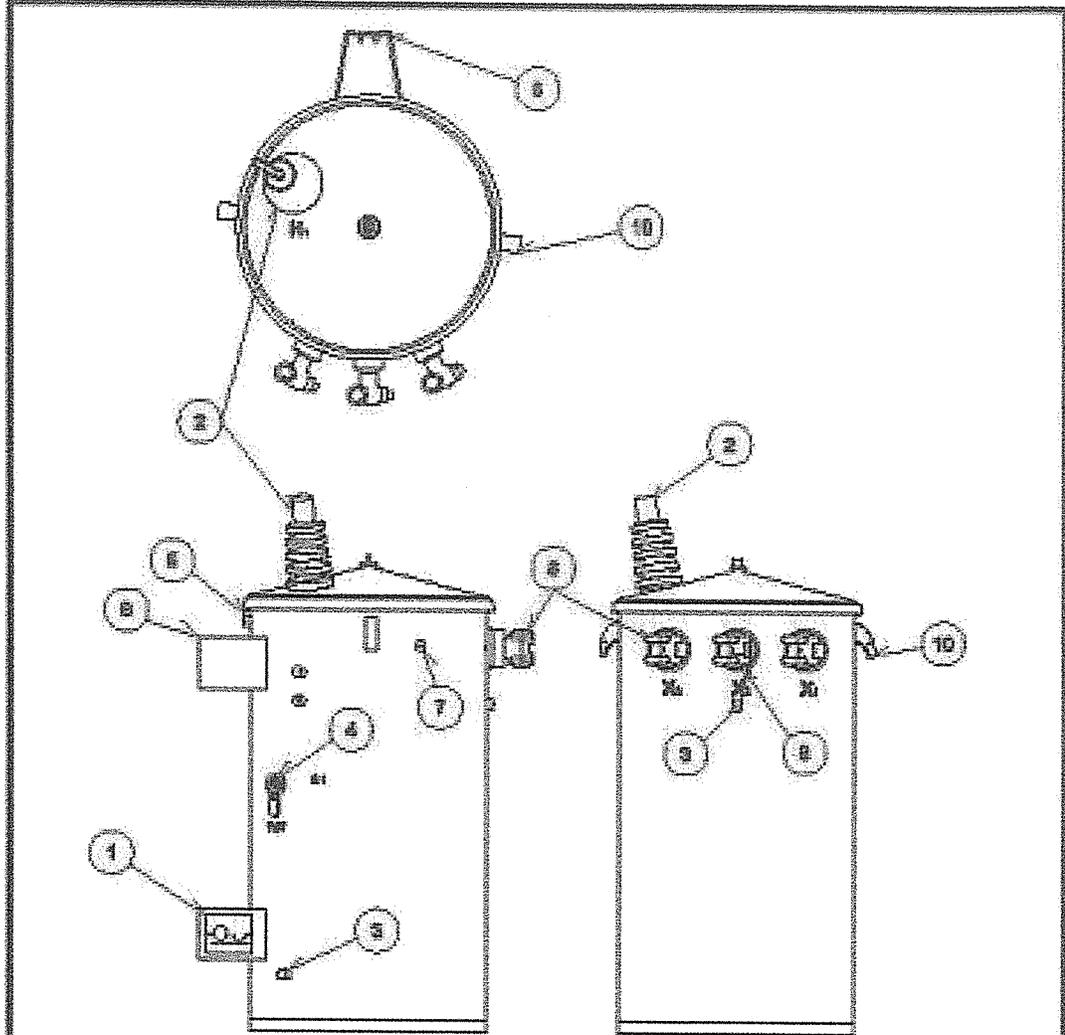
List by Paragraph #

Exceptions and Alternate Proposal

° Please see Exceptions attached at the END
of MFG Quote

APPENDIX B

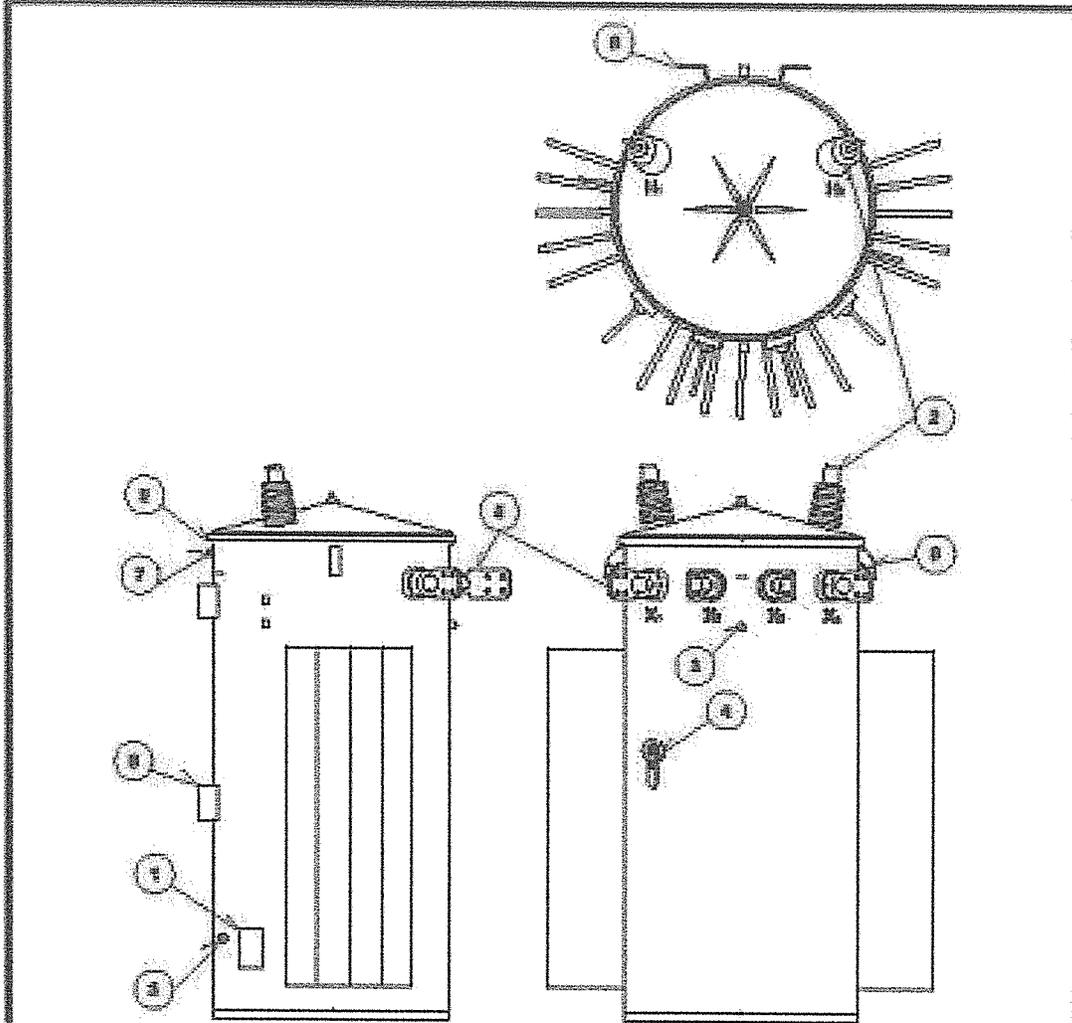
TRANSFORMER DRAWINGS



25-100 KVA

ITEM	DESCRIPTION
1	MAIN PLATE
2	PRIMARY BUSHING WITH ARCING PROTECTION
3	125 - 0000
4	LOW VOLTAGE SWITCH (POWER MEASURING)
5	TANK BAND
6	HANGER BRACKETS
7	PRESSURE RELIEF VALVE DEVICE
8	SECONDARY BUSHING
9	TANK DISCONNECTOR STRAP
10	LIFTING LUGS

RISKY PROJECT		RISKY PROJECT	
RISKY PROJECT		RISKY PROJECT	
CS-226B		FORM #	2
TRANSFORMERS		ISSUED	1/10/00
SINGLE PHASE OVERHEAD		DESIGN	J.S.M.
TRANSFORMER		DATE	01/00
25 - 100 KVA			



167 - 500 KVA

ITEM	DESCRIPTION
1	MANIFLATE
2	PRIMARY BUSBAR WITH ARCADE PROTECTION
3	12" - 200S
4	DUAL POLE AIR SWITCH TAKEN FROM TANK
5	TANK BAND
6	HANGER BRACKET
7	PRESSURE RELEASE DEVICE
8	SECONDARY BUSBARS
9	LIFTING LUGS

STAR POINT ELECTRIC		SEA VILLAGE OF PUNEP PUNEP, MAHARASHTRA	
CS-2269		REV. 0	1
TRANSFORMERS		ISSUED	14/07/14
SINGLE PHASE OVERHEAD TRANSFORMER		CONTR.	A/02
167 - 500 KVA		DATE	24.
		DATE	17/08



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU408

Quotation No: 21699

Description: 15 KVA Type OA Single Phase Poletype Transformer **Item:** 000001
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Price (Each): \$ 4,170.00

Quantity: 1

Lot Price: \$ 4,170.00

Performance:

Type of Losses: Guaranteed

NL Watts: 38

LL Watts: 216

%IZ : 1.95

%Iex : 1.50

TOC : 3982

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:CU LV:AL

Cust Part No:

Shipment Est: 27-28 Weeks

Ship To: New York

Accessories:

BU: L19DMF47484

Labels

Position

1 - Anodized SS Nameplate

11.22 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

3 - 5/8 Eyebolt Polymer LV Bushings CELECO

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 15 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000001

Date:10/23/2023

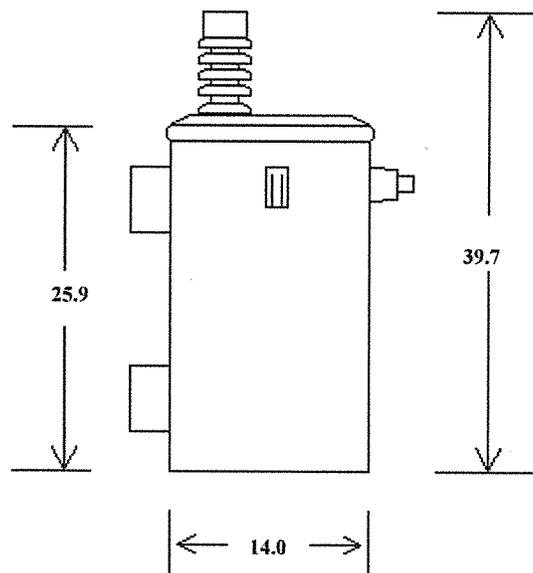
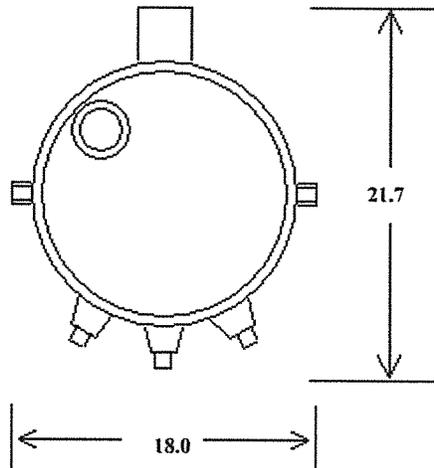
Catalog No:QAOU408

Design No:L19DMF47484

15 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 305

Oil Gallons: 11.0



Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU409

Quotation No: 21699

Description: 25 KVA Type OA Single Phase Poletype Transformer
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Item: 000002

Price (Each): \$ 3,801.00

Quantity: 1

Lot Price: \$ 3,801.00

Performance:

Type of Losses: Guaranteed

NL Watts: 61

LL Watts: 299

%IZ : 1.84

%Iex : 1.50

TOC : 3630

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:AL LV:AL

Cust Part No:

Shipment Est: 29-30 Weeks

Ship To: New York

Accessories:

BU: L18DMF45457

Labels

Position

1 - Anodized SS Nameplate

13.77 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

3 - 13/16 Eyebolt Polymer LV Bushings CELECO

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 25 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000002

Date:10/23/2023

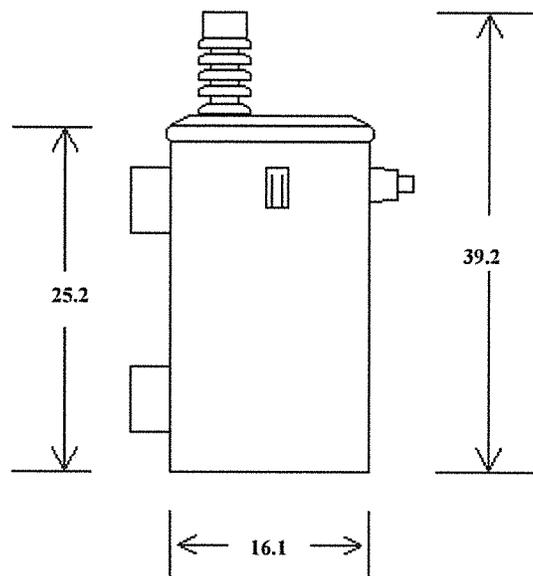
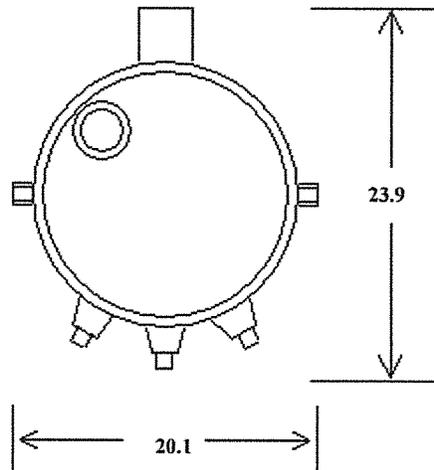
Catalog No:QAOU409

Design No:L18DMF45457

25 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 383

Oil Gallons: 13.5



Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU410

Quotation No: 21699

Description: 37.5 KVA Type OA Single Phase Poletype Transformer **Item:** 000003
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Price (Each): \$ 4,518.00

Quantity: 3

Lot Price: \$ 13,554.00

Performance:

Type of Losses: Guaranteed

NL Watts: 82

LL Watts: 412

%IZ : 1.98

%Iex : 1.50

TOC : 4315

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:AL LV:AL

Cust Part No:

Shipment Est: 30-31 Weeks

Ship To: New York

Accessories:

BU: L19SMF47486

Labels

Position

1 - Anodized SS Nameplate

16.01 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

3 - 13/16 Eyebolt Polymer LV Bushings CELECO

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 37.5 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000003

Date:10/23/2023

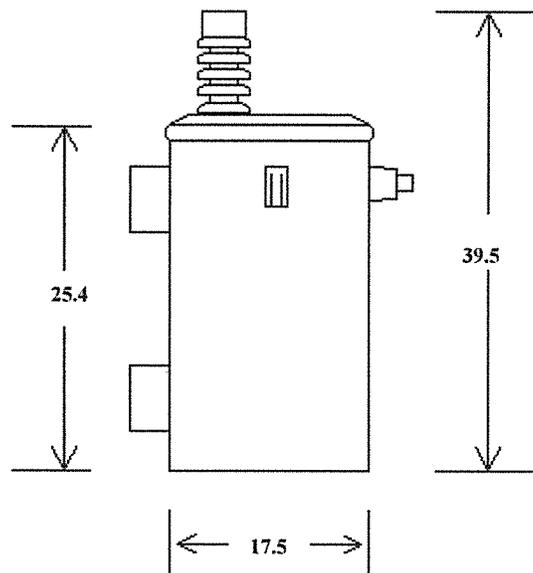
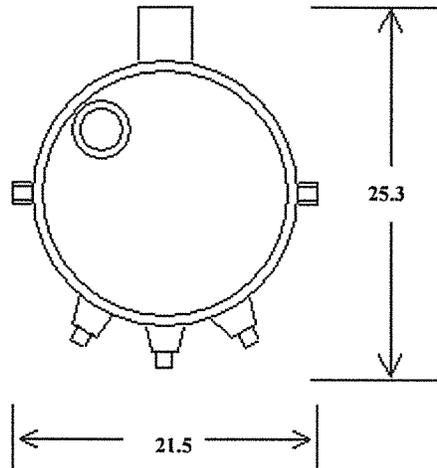
Catalog No:QAOU410

Design No:L19SMF47486

37.5 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 458

Oil Gallons: 15.7



Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU411

Quotation No: 21699

Description: 50 KVA Type OA Single Phase Poletype Transformer
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Item: 000004

Price (Each): \$ 5,040.00

Quantity: 1

Lot Price: \$ 5,040.00

Performance:

Type of Losses: Guaranteed

NL Watts: 92

LL Watts: 565

%IZ : 2.00

%Iex : 1.50

TOC : 4813

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:AL LV:AL

Cust Part No:

Shipment Est: 30-31 Weeks

Ship To: New York

Accessories:

BU: L21SMF74809

Labels

Position

1 - Anodized SS Nameplate

19.07 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

3 - 13/16 Eyebolt Polymer LV Bushings CELECO

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 50 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000004

Date:10/23/2023

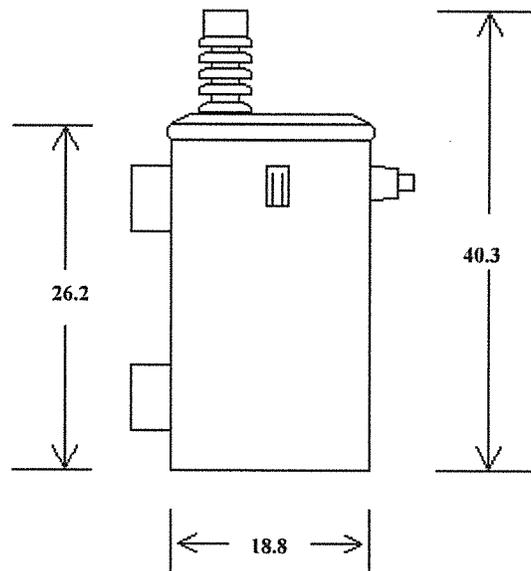
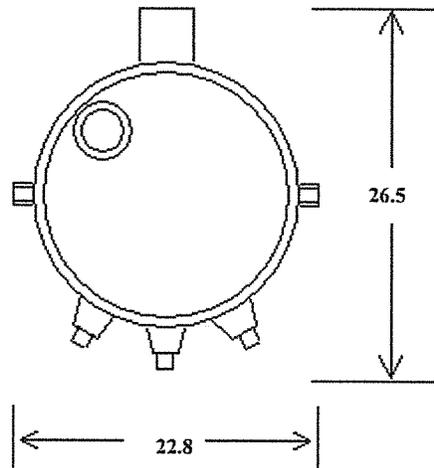
Catalog No:QAOU411

Design No:L21SMF74809

50 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 532

Oil Gallons: 18.7



Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU412

Quotation No: 21699

Description: 75 KVA Type OA Single Phase Poletype Transformer **Item:** 000005
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Price (Each): \$ 6,880.00

Quantity: 1

Lot Price: \$ 6,880.00

Performance:

Type of Losses: Guaranteed

NL Watts: 132

LL Watts: 722

%IZ : 1.66

%Iex : 1.50

TOC : 6571

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:CU LV:AL

Cust Part No:

Shipment Est: 31-32 Weeks

Ship To: New York

Accessories:

BU: L19SMF47488

Labels

Position

1 - Anodized SS Nameplate

27.13 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

3 - Polymer LV Bushings HJ-Enterprises Cat # AS1174-003

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 75 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000005

Date:10/23/2023

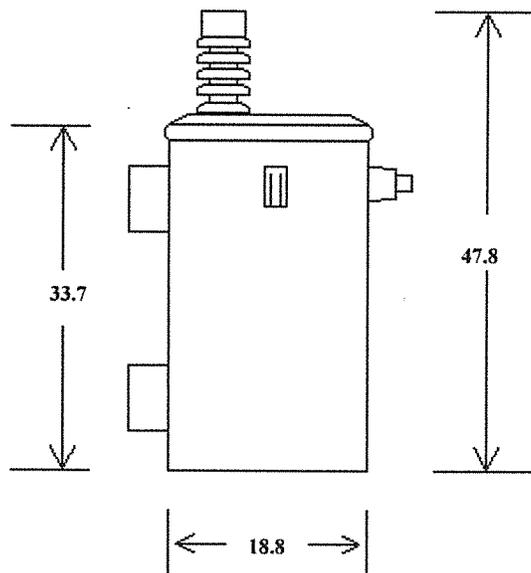
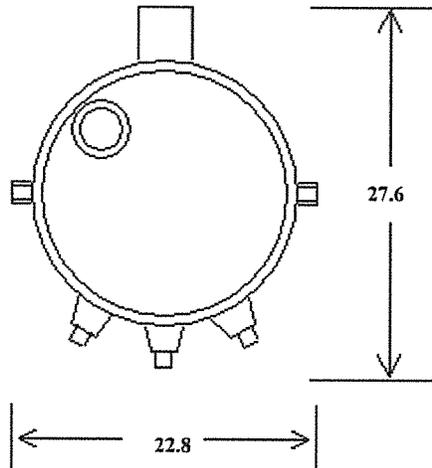
Catalog No:QAOU412

Design No:L19SMF47488

75 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 738

Oil Gallons: 26.6



Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/23/2023

Prop Number: Q-00021699

Cat. Number: QAOU425

Quotation No: 21699

Description: 100 KVA Type OA Single Phase Poletype Transformer **Item:** 000006
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Price (Each): \$ 8,486.00

Quantity: 1

Lot Price: \$ 8,486.00

Performance:

Type of Losses: Guaranteed

NL Watts: 140

LL Watts: 994

%IZ : 2.25

%Iex : 1.50

TOC : 8104

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:CU LV:AL

Cust Part No:

Shipment Est: 31-32 Weeks

Ship To: New York

Accessories:

BU: L23SMF88377

Labels

Position

1 - Anodized SS Nameplate

40.19 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

3 - Double Eyebolt Polymer LV Bushings Celeco Cat # B1749

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 100 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000006

Date:10/23/2023

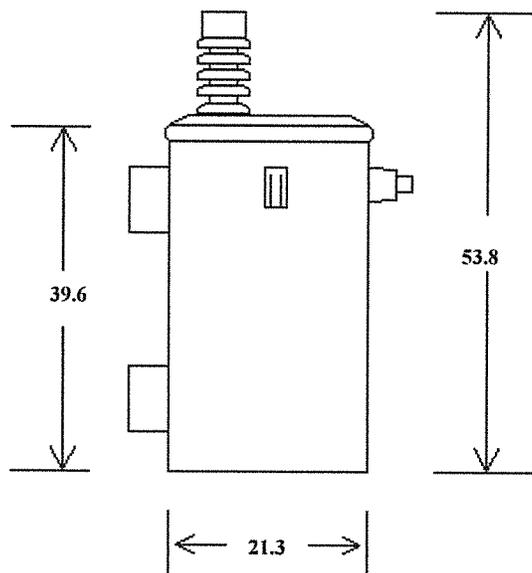
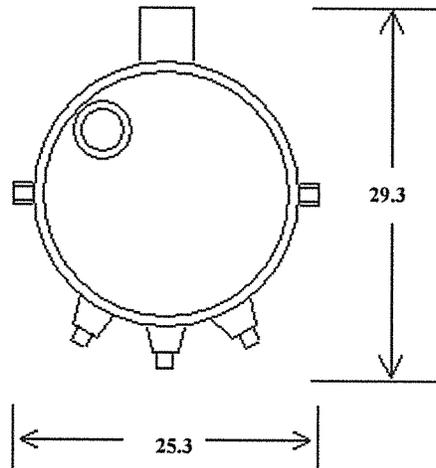
Catalog No:QAOU425

Design No:L23SMF88377

100 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY/ 7970 - 120/240 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 964

Oil Gallons: 39.4

prolec



Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User:VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU413

Quotation No: 21699

Description: 167 KVA Type OA Single Phase Poletype Transformer
2400 / 4160Y X 7970 / 13800Y - 120/240 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Two HV Bushings w/Radiators
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Item: 000007

Price (Each): \$ 14,092.00

Quantity: 1

Lot Price: \$ 14,092.00

Performance:

Type of Losses: Guaranteed

NL Watts: 189

LL Watts: 1594

%IZ : 2.31

%Iex : 1.50

TOC : 13458

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:CU LV:AL

Cust Part No:

Shipment Est: 31-32 Weeks

Ship To: New York

Accessories:

BU: L19DMF47490

Labels

Position

1 - Anodized SS Nameplate

57.73 Gal - Mineral oil per ASTM type II

2 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

4 - 4 Hole Polymer LV Spade Terminals Celeco Cat # B1747

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

1 - Decal 167 de 2.75 inch High

H,250,0

Prop No: Q-00021699

Item: 000007

Date:10/23/2023

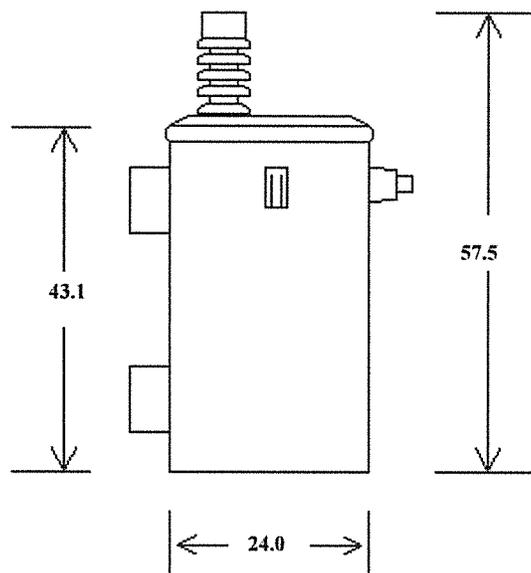
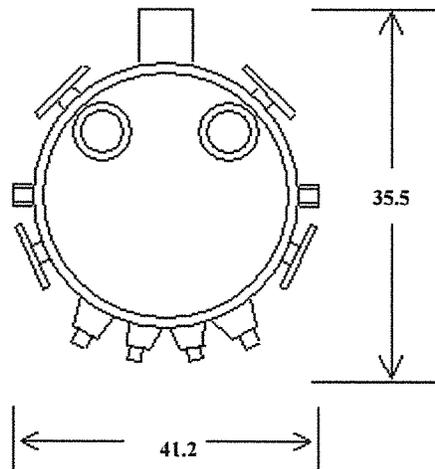
Catalog No:QAOU413

Design No:L19DMF47490

167 KVA Type OA Single Phase Poletype Transformer

2400 / 4160Y X 7970 / 13800Y - 120/240 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Two HV Bushings w/Radiators



Total Weight(lbs): 1591

Oil Gallons: 56.6

prolec | 

Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU414

Quotation No: 21699

Description: 50 KVA Type OA Single Phase Poletype Transformer
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 277 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Item: 000008

Price (Each): \$ 4,902.00

Quantity: 1

Lot Price: \$ 4,902.00

Performance:

Type of Losses: Guaranteed

NL Watts: 94

LL Watts: 555

%IZ : 2.03

%Iex : 1.50

TOC : 4682

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:AL LV:AL

Cust Part No:

Shipment Est: 32-33 Weeks

Ship To: New York

Accessories:

BU: L19SMF47491

Labels

Position

1 - Anodized SS Nameplate

19.28 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

2 - 13/16 Eyebolt Polymer LV Bushings CELECO

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 50 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000008

Date:10/23/2023

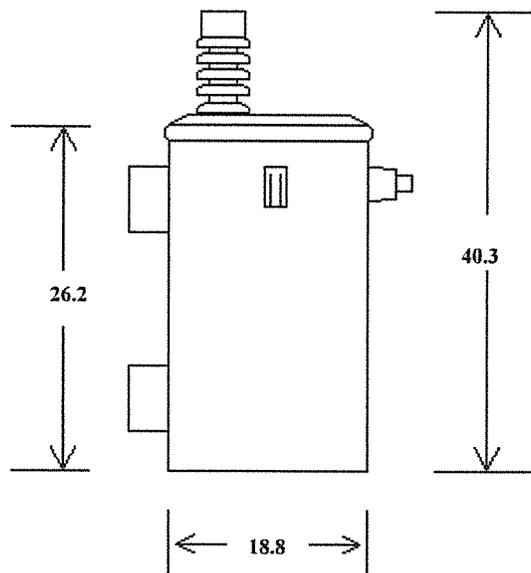
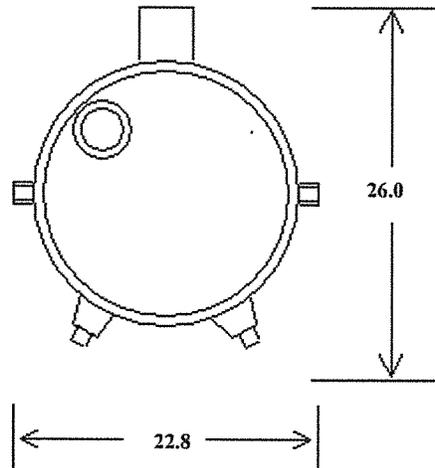
Catalog No:QAOU414

Design No:L19SMF47491

50 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY / 7970 - 277 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 526

Oil Gallons: 18.9

prolec | 

Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/23/2023

Prop Number: Q-00021699

Cat. Number: QAOU426

Quotation No: 21699

Description: 75 KVA Type OA Single Phase Poletype Transformer
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 277 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Item: 000009

Price (Each): \$ 5,839.00

Quantity: 1

Lot Price: \$ 5,839.00

Performance:

Type of Losses: Guaranteed

NL Watts: 123

LL Watts: 775

%IZ : 1.81

%Iex : 1.50

TOC : 5576

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:CU LV:AL

Cust Part No:

Shipment Est: 32-33 Weeks

Ship To: New York

Accessories:

BU: L23SMF88378

Labels

Position

1 - Anodized SS Nameplate

28.05 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

2 - 13/16 Eyebolt Polymer LV Bushings CELECO

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 75 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

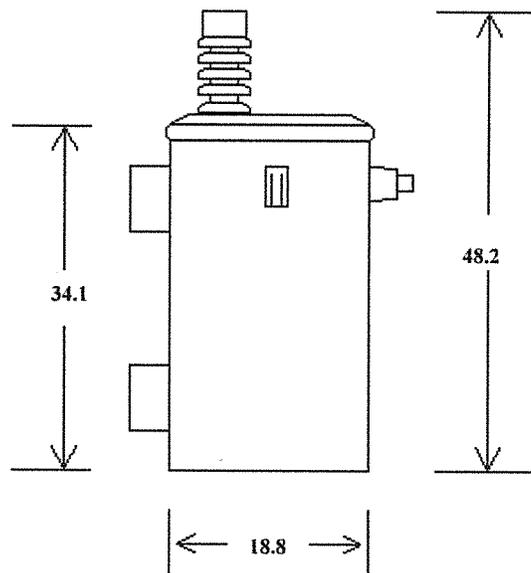
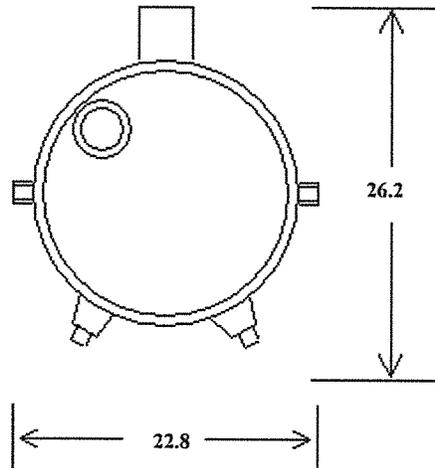
1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000009

Date:10/23/2023

Catalog No:QAOU426 Design No:L23SMF88378
75 KVA Type OA Single Phase Poletype Transformer
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 277 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 700

Oil Gallons: 27.5



Dimensions are in inches and estimated. Not for construction.



Product Configurator

Quotation

Cust Name:STUART C IRBY CO
G12161

End User: VILLAGE OF FREEPORT
G3307003

Date:10/20/2023

Prop Number: Q-00021699

Cat. Number: QAOU415

Quotation No: 21699

Description: 100 KVA Type OA Single Phase Poletype Transformer
4160 GRDY / 2400 X 13800 GRDY/ 7970 - 277 NO TAPS 95 kv BIL 60 Hz
Single Hanger Tank W/ Arr. Nut Single HV Bushing
Temp. Rise: 65 °C DOE 2016 Standard Compliant Design

Item: 000010

Price (Each): \$ 8,015.00

Quantity: 1

Lot Price: \$ 8,015.00

Performance:

Type of Losses: Guaranteed

NL Watts: 138

LL Watts: 1009

%IZ : 2.21

%Iex : 1.50

TOC : 7654

FACT A : 0.000

FACT B : 0.000

TIF Compliant

Winding Materials HV:CU LV:AL

Cust Part No:

Shipment Est: 32-33 Weeks

Ship To: New York

Accessories:

BU: L19DMF47493

Labels

Position

1 - Anodized SS Nameplate

46.51 Gal - Mineral oil per ASTM type II

1 - WILDLIFE GUARD CELECO B1996 WITH HANDWHEEL

2 - 13/16 Eyebolt Polymer LV Bushings CELECO

1 - PRV Qualitrol Cat# 202-030-01 50 SCFM w/o Indicator

1 - ANDERSON GRD Connector # GTCL-34A, #8 #2/0 AWG

1 - Cu Strap from X2 Bushing to Tank

1 - Decal 100 2.75 inch High

H,250,0

1 - Decal 2.4 for Voltage Indication

1 - Decal 7.97 for Voltage Indication

Prop No: Q-00021699

Item: 000010

Date:10/23/2023

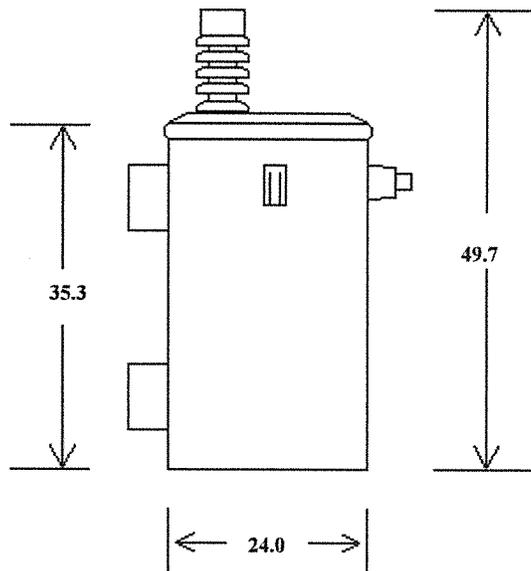
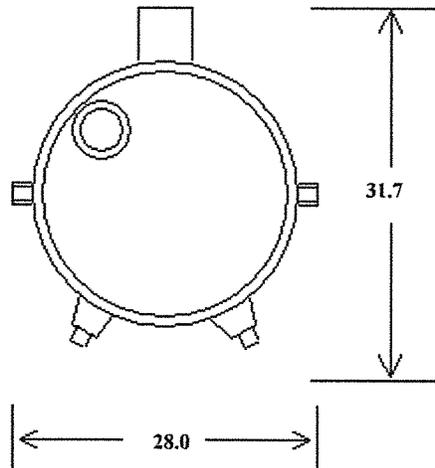
Catalog No:QAOU415

Design No:L19DMF47493

100 KVA Type OA Single Phase Poletype Transformer

4160 GRDY / 2400 X 13800 GRDY/ 7970 - 277 NO TAPS 95 kv BIL 60 Hz

Single Hanger Tank W/ Arr. Nut Single HV Bushing



Total Weight(lbs): 999

Oil Gallons: 45.6

prolec



Dimensions are in inches and estimated. Not for construction.

PROP Q-00021699
VILLAGE OF FREEPORT

- WE ARE QUOTING PER BID #23-10-ELEC-673; NO OTHER SPEC WILL APPLY.

***** EXCEPTIONS *****

-WE ARE TAKING EXCEPTION TO COMPLY WITH HEIGHT FOR ITEM 10.

***** COMMENTS *****

- PROLEC GE DESIGNS, MANUFACTURES AND TEST TRANSFORMERS IN ACCORDANCE WITH THE LATEST APPLICABLE SECTIONS OF ANSI, NEMA AND IEEE STANDARDS. WE TAKE EXCEPTIONS TO ALL OTHER CODES AND STANDARDS.

- WARRANTY COVERAGE APPLIES 12 MONTHS FROM ENERGIZATION OR 18 MONTHS FROM DATE OF SHIPMENT, WHICHEVER OCCURS FIRST.

- WE ARE QUOTING PER ANSI C57.12.20, CONVENTIONAL TYPE, SINGLE HANGER TANK W/ ARR. NUT.

- WE ARE QUOTING PRIMARY VOLTAGE 4160 GRDY / 2400 X 13800 GRDY/ 7970 FOR ITEMS 1 TO 6 & 8 TO 10.

- WE ARE QUOTING PRIMARY VOLTAGE 2400 / 4160Y X 7970 / 13800Y FOR ITEM 7

- WE ARE QUOTING SECONDARY VOLTAGE 120/240 FOR ITEMS 1 TO 7.

- WE ARE QUOTING SECONDARY VOLTAGE 277 FOR ITEMS 8 TO 10.

- WE ARE QUOTING NO TAPS.

- WE ARE PROVIDING ANDERSON GRD CONNECTOR # GTCL-34A, #8 #2/0 AWG



1902 County Route 57
Fulton, NY 13069
315-622-0020 Phone
www.irbyutilities.com

Pricing Methodology

Our industry has seen substantial raw material, freight, packaging, and other manufacturing cost increases. There has been a rise in commodities including steel, wood and aluminum that have seen significant increases. Irby Utilities has a process in place to make every effort to offset cost increases from our suppliers; however, forecasts predict this global trend will continue throughout 2023 at an unprecedented rate.

At any time during the agreement tenure, the following occurrences will validate that market prices have significantly increased, thereby justifying a price adjustment:

1. Manufacturer justification
2. PPI increases of more than 3%
3. Acts of Peril resulting in a change in commodity cost greater than 3%
4. Government Imposed Tariffs

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 26, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: New York Association of Public Power
Accredited Delegate for Annual Meetings

The Utility is a member of the New York Association of Public Power (NYAPP). Each year, the Superintendent of Electric Utilities attends NYAPP meetings held in Albany, New York. These meetings will address important policy issues affecting public power. In addition, the Superintendent as the representative of the Village will be required to vote on several NYAPP business issues. In accordance with the bylaws of NYAPP, each municipal member may cast one vote on each transaction properly brought before the meeting.

Therefore, it is recommended by the Superintendent of Electric Utilities that the Board of Trustees approve the designation of Al Livingston Jr. as the accredited delegate of the Village of Freeport for the New York Association of Public Power meetings to be held in Albany, New York throughout 2024.



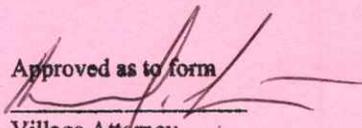
Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc.
Village of Freeport, ou=Freeport
Electric,
email=alivingston@freeportelectric.c
om, ca=US
Date: 2023.10.26 11:27:12 -04'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

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

Approved as to form


Village Attorney

11/3/2023

RESOLUTION

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

WHEREAS, the Incorporated Village of Freeport, New York, is a member of the New York Association of Public Power, and

WHEREAS, in accordance with the bylaws of New York Association of Public Power, each municipal member may cast one vote on each transaction properly brought before this meeting, and

NOW THEREFORE BE IT RESOLVED, that Al Livingston Jr. be and is hereby designated as the accredited delegate of the Incorporated Village of Freeport, New York.

On roll call: Affirmative: 0 Negative: 0

I certify that this resolution was adopted by the Board of Trustees of the Incorporated Village of Freeport, New York on the 16th day of November 2023.

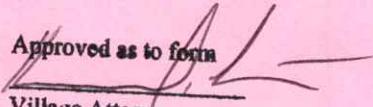
Signature

Title

The Clerk polled the Board as follows:

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

Approved as to form



Village Attorney

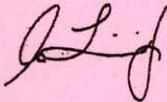
11/3/2023

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 27, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Advanced Control Systems, Inc. Support Services (Revised)
Agreement Term – October 1, 2023 – February 29, 2024

Attached for your review is the software and hardware subscription support quote from Advanced Control Systems, Inc. This service ensures that Freeport Electric has full Supervisory Control & Data Acquisition (SCADA) system maintenance support. The Electric Department's operators use SCADA to maintain and operate the Village's electric grid. It is imperative that this system has zero down time. The new ACS SCADA system funded by GOSR is now in place. The ACS support service includes Software Maintenance Coverage, Technical Help Desk Support, ACS-Owned Hardware coverage, 3rd Party Hardware Coverage, 24 x 7 HelpDesk Support and Security Patch Management. We requested full coverage for the new system. Coverage will run from October 1, 2023 – February 29, 2024 at a cost of \$18,788.00. The price of the support agreement has increased as the last 12-month contract (March 2021 – February 2022) which cost \$17,771.00 did not include full coverage.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the software/hardware maintenance and support services agreement with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 30071 at a cost of \$18,788.00 from October 1, 2023 – February 29, 2024. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to account E 7815630 578100 (IT Contracts/Electric).

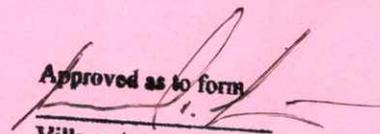


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form

Village Attorney
10/30/2023

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

WHEREAS, Freeport Electric needs full Supervisory Control & Data Acquisition (SCADA) system maintenance support in order to maintain and operate the Village’s electric grid; and

WHEREAS, on January 25, 2021, the Board approved the software maintenance and support agreement with Advanced Control Systems, Inc. (ACS), 2755 Northwoods Parkway, Norcross, Georgia 30071, at a cost of \$17,771.00 from March 1, 2021 to February 28, 2022; and

WHEREAS, on May 23, 2022, the Board approved the contract extension with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 30071 for a retroactive term from March 1, 2022 through May 31, 2022, at a cost of \$4,443.00; and

WHEREAS, the Electric Department now has the new ACS system funded by the New York Governor’s Office of Storm Recovery (GOSR), and the Superintendent of Electric Utilities is requesting Board approval for the software/hardware maintenance and support services agreement with Advanced Control Systems, Inc., for a retroactive term from October 1, 2023 to February 29, 2024, at a cost of \$18,788.00; and

WHEREAS, this service shall be charged to account E7815630 578100 (IT Contracts/Electric); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documentation necessary to effectuate the software/hardware maintenance and support services agreement with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 3007, for a retroactive term from October 1, 2023 to February 29, 2024, at a cost of \$18,788.00.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
10/30/2023

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 24, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 23, 2022:

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

WHEREAS, Freeport Electric needs full Supervisory Control & Data Acquisition (SCADA) system maintenance support in order to maintain and operate the Village’s electric grid; and

WHEREAS, on January 25, 2021, the Board approved the software maintenance and support agreement with Advanced Control Systems, Inc. (ACS), 2755 Northwoods Parkway, Norcross, Georgia 30071 at a cost of \$17,771.00 from March 1, 2021 to February 28, 2022; and

WHEREAS, the Electric Department is currently putting in a new ACS system funded by the New York Governor’s Office of Storm Recovery (GOSR), and the Superintendent of Electric Utilities is requesting a three-month extension of the existing contract with Advanced Control Systems, Inc. for a retroactive term from March 1, 2022 through May 31, 2022 at a cost of \$4,443.00; and

WHEREAS, this service shall be charged to account E7815630 578100 (IT Contracts/Electric) and there are sufficient funds available in this account to cover the cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documentation necessary to approve the contract extension with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 30071 for a retroactive term from March 1, 2022 through May 31, 2022 at a cost of \$4,443.00.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities January 27, 2021
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, Freeport Electric needs full Supervisory Control & Data Acquisition (SCADA) system maintenance support in order to maintain and operate the Village’s electric grid; and

WHEREAS, the cost of the contract for the term is \$17,771.00 (no increase from the previous year) and includes the ACS Software Full Subscription Support, ACS Hardware Full Subscription Support, and backup software support; and

WHEREAS, this service shall be charged to account E7815630 578100 (IT Contracts/Electric) and there are sufficient funds available in this account to cover the cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documentation necessary to approve the software maintenance and support agreement with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 30071 at a cost of \$17,771.00 from March 1, 2021 to February 28, 2022.

The Clerk polled the Board as follows:

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

cc:

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

minsoit ACS

An Indra company

Customer	Freeport Electric
Customer No.	P028564
Estimate No.	PR-2310-7885
PRISM/RHELV	PRISM 12 RHELV8

Support Services Term **October 1, 2023 - February 29, 2024**

Support Plan Coverage	Included
Software Maintenance Coverage	<input checked="" type="checkbox"/>
Technical HelpDesk Support	<input checked="" type="checkbox"/>
Minsait ACS-owned Hardware Coverage	<input checked="" type="checkbox"/>
Training - Access to online self-paced courses	<input checked="" type="checkbox"/>
Minsait ACS Customer Community Portal	<input checked="" type="checkbox"/>

Add-On Support Services	Included
24x7 Emergency HelpDesk Support	<input checked="" type="checkbox"/>
Security Patch Management - 10 Nodes Quarterly	<input checked="" type="checkbox"/>
3rd Party Hardware Coverage	<input checked="" type="checkbox"/>

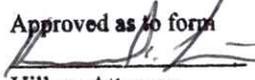
5 Month Grand Total	\$ 18,788
----------------------------	------------------

Select invoicing frequency (circle one) Annually Quarterly		Verify your physical address (for tax purposes; no PO Box) 220 W. Sunrise Highway Freeport, NY 11520-4709	
Will a purchase order be issued (circle one)? Yes No		If this is incorrect, please note your physical address here: _____ _____	
PO # _____			
To accept this quotation, please sign and date below. Return form to: ACOrderEntryTeam@acspower.com			
<u>Print name</u>	<u>Signature</u>	<u>Date</u>	

Additional Terms and Conditions

Acceptance of this quote is governed by the Standard Software Support Services Terms and Conditions. Customer will be invoiced after indicating acceptance of this quote. The support fees are payable prior to delivery of services and goods by Licensee upon execution of this Agreement. Any additional service fees and charges will be billed by ACS to Licensee by invoice, upon delivery of service. ¹⁷

Thank you for your business!

Approved as to form

 Village Attorney 10/30/2023

minsait ACS

An Indra company

SCADA Software Coverage

- (1) PRISM Master Server-based License
- (1) PRISM Master Redundant System License
- (2) eAlarm Event Notification and Summary
- (1) DNPnet Network Comm protocol - single node license
- (1) DNPnet Network Comm protocol - redundant node license
- (1) PRISM Link software
- (1) PRISM System Restore Enterprise server
- (5) PRISM System Restore Enterprise client
- (10) Red Hat Enterprise Linux
- (2) ePRISM Web Standard Subscription 5 Users

minsoit ACS

An Indra company

SCADA Hardware Coverage

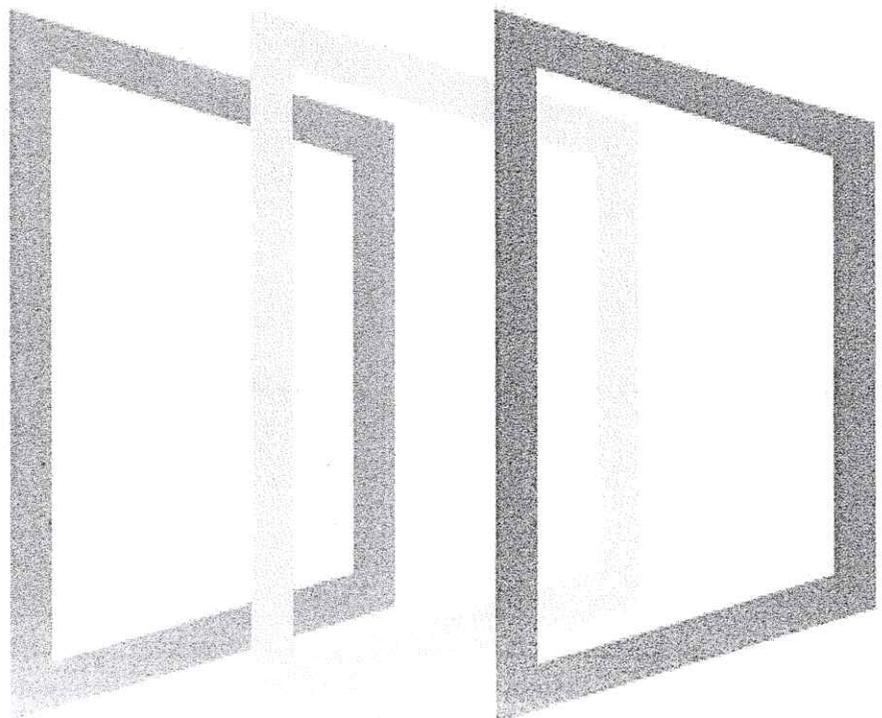
Quantity	ACS Product Description	Serial Number
2	PRISM VPN Router	
1	Firewall	FG100FTK21025262
2	2-Factor VPN ACS Remote	Joe - 7613840 Nicholas - 13458281
6	STFR2000800 2 tb hard drive	NL69FL0C NL69FN31 NL69G0XE NL69GGSL NL69MD35 NL69MDE8
3	Aruba 5406R zl2 Switch	

Host Name	HP Product Description	Serial Number
PRISMA	HP DL380 Gen 10 SCADA/Linux Server	2M2051071P
PRISMB	HP DL380 Gen 10 SCADA/Linux Server	2M2051071L
PRISMUXA	HP DL380 Gen 10 SCADA/Linux Server	2M2051071N
PRISMUXB	HP DL380 Gen 10 SCADA/Linux Server	2M212803DR
EPRISMWEB	HP DL380 Gen 10 SCADA/Linux Server	2M2051071H
OFFICE-ENGWRK	HP Z6 G4 Workstation	MXL1362Q4T
PP2-ACTIVU	HP Z6 G4 Workstation	MXL1382LJQ
PP2-XTERM1	Z2 G5 Mini Code i5-10500 3.1GHz /16 GB	MXL1261MCW
PP1-XTERM	Z2 G5 Mini Code i5-10500 3.1GHz /16 GB	MXL1261MDX
PP2-XTERM2	Z2 G5 Mini Code i5-10500 3.1GHz /16 GB	MXL1261MF1
	KVM CONSOLE SWITCH	5CW0390073
	KVM CONSOLE SWITCH	5CW0400013

minsaıt ACS

An Indra company

Amended Software Support Services Terms and Conditions



These Amended Software Support Services Terms and Conditions (the "Support Terms") set forth the terms and conditions under which Minsait ACS, Inc., a Georgia corporation ("Minsait ACS"), will provide the Support Services to the end user (the "Client") of a Minsait ACS Software product who has purchased a Support Plan. **By purchasing a Support Plan, Client agrees to these terms and conditions.**

1. Definitions

- (a) "Client Services Guide" means the Minsait ACS' guide that provides the information on the Support Services and Support Plan(s), including options for the types of support available to Clients. The Client Services Guide is which is hereby incorporated herein by reference with the same force and effect as though fully set forth herein.
- (b) "EULA" means an End User License Agreement for Software previously licensed to Client.
- (c) "Software" means: (i) the Minsait ACS Software product previously licensed to Client by Minsait ACS for which Client has purchased a Support Plan; (ii) the manuals and other end user documentation generally provided by Minsait ACS with the Software; and (iii) all modifications, corrections, or updates provided by Minsait ACS in the course of providing the Support Services.
- (d) "Support Fees" means the fees payable by Client for the Support Plan Client has purchased. Notwithstanding anything to the contrary, all Support Fees paid are non-refundable, including but not limited to Support Fees paid in advance for future Support Services.
- (e) "Support Plan" comprises the basic features set forth in the Client Services Guide. Client also has the option to purchase add-on services to the Support Plan.
- (f) "Support Services" are the services that Minsait ACS provides to Client pursuant to Minsait ACS' standard Support Plan(s), as set forth in the Client Services Guide.
- (g) "Support Services Term", commencing on the date that Client purchases a Support Plan: (i) shall be an initial term of twelve (12) months, for the annual Support Plan; or, (ii) for the multi-year Support Plan, the Support Services Term shall be as specified by Minsait ACS for that Support Plan.

2. Support Services

- 2.1. During the Support Services Term, Minsait ACS will provide the Support Services to Client, provided Client: (i) holds a valid EULA; (ii) complies with Client's obligations under the EULA, the Client Services Guide, this Support Terms, and any other manuals, guides or documentation related to the licensed Software; and (iii) has registered the Software for support with Minsait ACS.
- 2.2. If Client has subscribed for access to the Software on a third-party cloud infrastructure, the Support Services are subject to Client maintaining in good standing its account with such third-party.
- 2.3. In connection with the provision of Support Services, Minsait ACS might, in some circumstances, with Client's previous authorization, receive or have access to Client data that may include "Personal Data" (as defined below) and "Confidential Information" (as defined below).

- 2.3.1. "Personal Data" is data identifying living individual persons within or without Client's organization; each a "Data Subject"). Minsait ACS may process Personal Data on behalf of Client in connection with the performance of this Support Terms and/or the provision of Support Services.
- (i) Minsait ACS will treat all Personal Data as Confidential Information and will use the Client Data for no other purpose but providing Support Services.
 - (ii) Client agrees that such processing may include the transfer of personal data outside the country in which such information is obtained.
 - (iii) Client shall ensure that all requirements for processing personal data in accordance with this agreement are met. Client shall be solely responsible for obtaining from each data subject any consent which is required for the processing of its personal data in connection with this this Support Terms. The provision of the Support Services is conditional upon such consent.
- 2.3.2. "Confidential Information" means all information and documents made known by Client to Minsait ACS in connection with the Support Services that are designated as "Confidential," "Proprietary" or some similar designation at the time of disclosure or which at the time of disclosure a person would reasonably assume to be the confidential and proprietary information of Client or its personnel. "Confidential Information" shall not, however, include any information which (i) was publicly known prior to the time of disclosure by Client hereunder; (ii) becomes publicly known through no action or inaction of Minsait ACS, (iii) has already been rightfully received by Minsait ACS without any restriction on its use or disclosure at the time of disclosure by Client; (iv) is obtained by Minsait ACS without any restriction on its use or disclosure from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by Minsait ACS without use of or reference to Confidential Information; (vi) is expressly approved for disclosure by Client in advance; or (vii) is required by law to be disclosed by Minsait ACS. Without Client's prior written consent, Minsait ACS will not use any Confidential Information for any purpose except to provide the Support Services and will take commercially reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of Confidential Information.
- 2.4. Notwithstanding anything to the contrary, Minsait ACS is free to use any technical information, feedback and know-how regarding the Software, its use or interoperability and any problems encountered in connection the foregoing that it obtains in connection with the Support Services to update or enhance its Software products or services.
- 2.5. Minsait ACS shall retain all right, title and interest in the Software and works created in connection with the Support Services, and in all copies, improvements, enhancements, modifications, and derivative works thereof, including, without limitation, all patent, copyright, trade secret, trademark and database rights. Each modification, enhancement or update to Software that is provided in connection with Support Services shall be governed by the EULA unless Minsait ACS provides Client with a separate written license agreement for it.

- 2.6. Minsait ACS' obligation to provide Client with improvements for third-party software is limited to providing Client with the improvements that the applicable third-party provides to Minsait ACS.
- 2.7. Minsait ACS shall not be responsible for Support Services relating to: (i) any hardware or peripheral devices; or (ii) re-creation or re-entry of data lost for any reason whatsoever; or (iii) performance of the generalized duties of a network administrator; or (iv) performance of the generalized duties of a software developer engaged to create miscellaneous software applications at Client's discretion.

3. Support Services Term

- 3.1. The Support Plan may be renewed for a twelve (12), or thirty-six (36) month period (the "Renewal Period") at the request of Client, provided that (i) the Support Fees for the Renewal Period shall be applicable at Minsait ACS' standard rates in force at the time of the request, and (ii) Client shall maintain valid the Software licenses pursuant to the EULA.
- 3.2. Client may cancel the Support Plan at any time by providing written notice to Minsait ACS of the cancellation at least sixty (60) days prior to the date of cancellation. The cancellation of the Support Plan shall be without prejudice to the rights and entitlements of Minsait ACS prior to the date of cancellation. In the event of cancellation by Client, Client shall pay Minsait ACS for the Support Services rendered and expenses incurred prior to the date of cancellation. If Client does not provide the written notice to Minsait ACS within said period, Client shall pay to Minsait ACS, in addition of the payment for the Support Services provided until the date of cancellation, the remaining Support Fees due until the date of expiration of the Support Term.
- 3.3. Minsait ACS may either suspend or terminate the Support Services, at its option: (i) upon Client's failure to pay the Support Fees when due and after notice to Client and Client's failure to cure within fifteen (15) days thereof, or (ii) Client's breach of Client's obligations under this Support Terms. Minsait ACS may also cancel the Support Services for any reason by notifying Client in writing, at least thirty (30) days prior to the date of cancellation.

4. Support Fees

- 4.1. Minsait ACS will invoice Client on an annual, quarterly for the Support Fees. Unless otherwise provided, the Support Fees are due and payable by Client to Minsait ACS in U.S. Dollars within sixty (60) days of the date set forth on each invoice, by bank transfer to Minsait ACS account.
- 4.2. The Support Fees are non-cancelable and non-refundable, including, without limitation, upon termination of the Support Plan.
- 4.3. Late payments by Client will accrue interest on the unpaid amount, at the rate of higher of 1.5% (one point five percent) per month or the maximum rate permitted under the applicable law, from the date on which payment was due until the date of actual payment. Client will be liable for all costs incurred with the recovery of any unpaid invoiced amounts, including without limitation legal and collection agents' fees, court costs and interest.

- 4.4. Client is the sole responsible for paying all taxes (except for taxes based on Minsait ACS net income or capital stock) relating to the Support Services and payments made hereunder. Applicable tax amounts (if any) are not included in the Support Fees. In each instance, Minsait ACS will invoice Client for applicable tax amounts and such invoices are due upon Client's receipt thereof.
- 4.5. Client is not entitled to set off against, or deduct from the Support Fees, any sums owed or claimed to be owed to Client by Minsait ACS, nor is Client entitled to withhold payment of any invoice if part of that invoice is in dispute.

5. Limited Warranty; Disclaimer

- 5.1. Minsait ACS warrants that the Support Services will be performed in a good and workmanlike manner and according to their respective technical specification and Minsait ACS undertakes to re-perform any Support Services not in compliance with this warranty brought to its attention within thirty (30) days after the Support Services are performed and delivered by Minsait ACS.
- 5.2. **Minsait ACS does not warrant that the Support Services will meet Client's requirements or that use of the Software will be uninterrupted or error free or free of variations from the documentation. The preceding is Minsait ACS only warranty regarding the Support Services in lieu of all other warranties and representations, expressed or implied.**

6. Limitation of Liability; Force Majeure

- 6.1. To the maximum extent permitted by applicable law, Minsait ACS shall not be responsible or liable with respect to any subject matter of this Support Terms related thereto under any contract, tort (including negligence), strict liability or other theory: (a) for loss or inaccuracy of data or information, security breach, business interruption or cost of procurement of substitute goods, services or technology, or (b) for any indirect, incidental or consequential damages, or for any loss of revenues or loss of profits. To the maximum extent permitted by applicable law, Minsait ACS aggregate cumulative liability hereunder shall not exceed the amount (excluding reimbursable expenses and taxes) invoiced by Minsait ACS and paid for by Client during the preceding three (3) months from the date the claim first arose.
- 6.2. Notwithstanding any other provision of these Support Terms Minsait ACS will not be liable for any delay or failure to perform the Support Services if such failure or delay is due to an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omission of local or foreign Government or other competent authority, epidemics, pandemics, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons, bodies or entities for whom Minsait ACS is not responsible or any other cause, whether similar or dissimilar to the foregoing, that is outside the reasonable control of Minsait ACS.

7. Anti-Corruption

- 7.1. Minsait ACS and Client hereby certify that they have not taken any action that will is or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, plus any other anti-bribery or anti-corruption law or treaty applicable to Minsait ACS and Client.

- 7.2. Minsait ACS and Client have and shall maintain in place throughout the provision of the Support Services policies and procedures to confirm compliance with applicable laws relating to anti-bribery and anti-corruption and neither Minsait ACS and Client shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable laws in connection with the Support Services. Minsait ACS' Code of Ethics and Legal Compliance is available for consultation at <https://www.indracompany.com/en/indra/code-ethics-legal-compliance>.

8. Miscellaneous Provisions

- 8.1. Entire Agreement. These Support Terms constitute the entire agreement and supersedes any previous agreements or understandings between Minsait ACS and Client relating to the subject matter hereof.
- 8.2. Non-Solicitation. During the period that Minsait ACS is providing Support Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, knowingly solicit or recruit for employment or hire, or make a recommendation, or referral or otherwise knowingly assist or facilitate the solicitation or recruitment of any Minsait ACS' employee engaged in the performance of the Support Services, for employment by Client or any other entity. To "knowingly" solicit, recruit, hire, assist or facilitate, within the meaning of this provision, does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a Minsait ACS' employee by Client or another entity if the employee was identified solely as a result of the employee's response to a general advertisement in a publication of trade or industry interest or other similar general solicitation.
- 8.3. No Assignment. Neither Party will assign or transfer or purport to assign or transfer any right or obligation under the Support Terms except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 8.4. No Waiver. No right under these Support Terms shall be deemed to be waived. A waiver by Minsait ACS or Client pursuant to this Section will not jeopardize their rights in respect of any subsequent breach of obligations under these Support Terms. Any failure to enforce any provision of these Support Terms, or for any forbearance, delay or indulgence granted by any party to the other party, will not be construed as a waiver of the first party's rights under these Support Terms.
- 8.5. Severability. If any part of these Support Terms is held invalid, unenforceable or illegal for any reason, the Support Terms shall remain otherwise in full force apart from such provision, which shall be deemed deleted.
- 8.6. Waiver of Jury Trial. Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of these Support Terms or the transactions relating to its subject matter.
- 8.7. Governing Law and Jurisdiction. These Support Terms shall be governed by, and construed and enforced in accordance with the laws of the State of New York, without regard to its conflict or choice of laws principles. Client and Minsait ACS each agree to submit to the jurisdiction of the courts of the State of New York and to waive any and all jurisdictional, venue or inconvenient forum objections thereto.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 2, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Request to Advertise
Furnishing of Electrical Engineering Services to Freeport Electric

The Village of Freeport Electric Department (“Village”) is requesting proposals for Electrical Engineering Services from developers and associated engineering firms to participate with Freeport Electric in the development of the following projects: Renewable Energy Projects, Village of Freeport Microgrid – Next Phase Expansion, and various overhead, underground and fiber optics upgrades. The specifications cover services for a period of one (1) year with an option at the Village’s discretion to extend the term for up to one (1) additional year.

I request authorization to advertise a request for proposals on November 16, 2023, in the Freeport Herald and other relevant publications. Specifications would be available from November 20, 2023, to December 15, 2023. The proposals would have a returnable date of December 15, 2023. Attached is a copy of the Notice for your review.

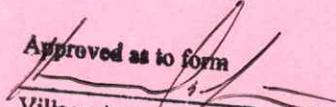
The cost of these services shall be charged to various accounts including WO #2409 (Microgrid).

 Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., ou=Inc. Village of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.com, c=US
Date: 2023.11.02 12:32:54 -04'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachments

c: H. Colton, Village Attorney
K. Weltner, Purchasing Agent
P. Walsh Boening, Village Clerk
P. Lester, Mayor’s Office
A. Dalessio, Comptroller


Approved as to form
Village Attorney

11/3/2023

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

WHEREAS, the Superintendent of Electric Utilities is requesting to advertise a Notice of Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #23-12-ELEC-679; and

WHEREAS, these services are needed to participate with Freeport Electric in the development of the following projects: Renewable Energy Projects, Village of Freeport Microgrid – Next Phase Expansion, and various overhead, underground, and fiber optics upgrades; and

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

WHEREAS, the cost of these services shall be charged to various accounts including WO #2409 (Microgrid); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice of Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #23-12-ELEC-679, in the Freeport Herald and other relevant publications on November 16, 2023, with the specifications available from November 20, 2023, to December 15, 2023, with a return date of December 15, 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
Village Attorney
11/3/2023

**NOTICE OF REQUEST FOR PROPOSALS
FOR
FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO
FREEPORT ELECTRIC
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for **“FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC”** until 4:00 P.M. on Friday, December 15, 2023, in the Office of the Purchasing Agent, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 A.M. on Monday, November 20, 2023, until 4:00 P.M. on Friday, December 15, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 16, 2023

VILLAGE OF FREEPORT

Nassau County, New York



FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

RFP #23-12-ELEC-679

MAYOR

Robert T. Kennedy

TRUSTEES

Jorge A. Martinez
Evette B. Sanchez

Christopher L. Squeri
Ronald J. Ellerbe

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



Al Livingston Jr., Superintendent
Inc. Village of Freeport

**Final proposals must be received at the Purchasing Office in
Freeport Village Hall by 4:00 P.M. on Friday, December 15, 2023**

**NOTICE OF REQUEST FOR PROPOSALS
FOR
FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO
FREEPORT ELECTRIC
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for **“FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC”** until 4:00 P.M. on Friday, December 15, 2023, in the Office of the Purchasing Agent, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 A.M. on Monday, November 20, 2023, until 4:00 P.M. on Friday, December 15, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 16, 2023

FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

1. General Expectations

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

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

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

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

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

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

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

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

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

2. Schedule

Proposals must be submitted by 4:00 P.M. on Friday, December 15, 2023. All submitted proposals must arrive at the office of the Purchasing Department, Inc. Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at or before 4:00 P.M. on Friday, December 15, 2023. Proposals must arrive in a sealed and clearly labeled enclosure.

3. Official Contact

Proposals are due no later than **4:00 P.M. on Friday, December 15, 2023**. Each proposal should be sealed and addressed to:

**Kim Weltner
Purchasing Agent
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520
kweltner@freeportny.gov**

Any questions should be directed to:

**Al Livingston Jr.
Superintendent of Electric Utilities
Freeport Electric
220 W. Sunrise Hwy.
Freeport, NY 11520
516-377-2220
alivingston@freeportelectric.com**

4. Non-Collusive Proposal Certification

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

1. The prices in this proposal have been arrived at independently without collusion;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;

3. No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
4. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

5. Waiver of Immunity

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

6. Withdrawal

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

7. Certification

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

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

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized

to submit an offer on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

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

8. Scope of Services

The Village of Freeport Electric Department (“Village”) is requesting proposals for Electrical Engineering Services from developers and associated engineering firms to participate with Freeport Electric in the development of the following:

- 1) Renewable Energy Projects
- 2) Village of Freeport Microgrid – Next phase expansion

The Village is a municipal electric utility operating pursuant to Sections 360, et seq., of the General Municipal Law. The Village operates a distribution system on Long Island in New York State. The Village also operates two power plants and is interconnected with the Long Island Power Authority’s transmission system. In light of the experience of Superstorm Sandy, and the extensive work to repair the Village’s electric system, the Village believes that a Microgrid and enhancements of electric generation facilities could provide significant advantages in terms of electric supply, resiliency, and emergency response.

The following outlines the electrical engineering requirements and scope of services needed:

- 1) Knowledge of a range of electrical materials to design and build utility systems through 138 kv including cables, connectors, switches, switchgear, transformers, concrete pads, and other associated equipment.
- 2) Knowledge of power plant construction including generation controls, PLC (Programmable Logic Controllers), medium voltage switchgear, HV Terminations and Splices, Protective Relaying, short circuit and load studies.
- 3) Knowledge of SCADA operations with regard to interconnections with existing devices and adding new equipment as required.
- 4) Developing protective relay coordination for the addition of Microgrid devices and fused switches.
- 5) Knowledge of software programming to integrate functions and devices (local and remote) to be incorporated into automated Microgrid and generation black start controls.

- 6) Upgrades and replacement of vintage relaying equipment.
- 7) Assisting AE firms in the preparation of detailed specifications, and engineering drawing and designs for the purchase of all electrical equipment required to complete the design.
- 8) Expansion and improvements to the Village's fiber optic communications network.
- 9) The annual estimated time to be spent on these projects is one thousand and eighty (1080) hours.
- 10) The contract term shall be from March 1, 2024 to February 28, 2025, with an option to extend the contract for up to one (1) year.

9. Selection

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

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

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

The Village shall evaluate each respondent in terms of:

Technical Factors	Maximum Points
1 Local Experience	20
2 Experience developing Utility Generation Projects	30
3 Experience developing Microgrid Projects	20
4 Dedicated development focused on Microgrids and Power Plants	10
Total Technical Factors	80
Total Cost Factors	20

10. Qualifications

Proposals should be limited to ten (10) pages double-spaced. A successful proposer shall demonstrate the following characteristics:

- 1) A NY licensed Professional Electrical Engineer that has more than 25 years of experience on Long Island, including a local presence.

- 2) An Electrical Engineer that has experience developing Microgrid technology, power generation, electric distribution design, power plant flood resilience, and associated enabling platforms.
- 3) An Electrical Engineer that exhibits skill in comprehensive development experience in electrical and mechanical power engineering, commercial engineering to include civil and concrete design, clean energy technology, transmission and distribution utility operations, system protection and control engineering, telecommunications engineering, and working at substation and transmission high voltages of 15 kv – 138 kv.
- 4) An Electrical Engineer that has successfully completed Microgrid and power plant projects and is able to participate in the prior listed development projects.
- 5) An Electrical Engineer with a proven track record of evaluating and critiquing submitted infrastructure engineered projects by others and providing redesign as necessary.

PROPOSAL

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

NAME OF VENDOR _____

ADDRESS _____

MAILING ADDRESS/P.O. BOX _____

TELEPHONE NO. () _____

FAX NO. _____

EMAIL _____

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

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

_____ \$ _____
(Write Total Amount in Words)

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

_____ \$ _____
(Write Total Amount in Words)

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

(Signature of Vendor) (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. PROPOSALS SUBMITTED IN ANY OTHER FORM OR UNDER CONDITIONS OTHER THAN SPECIFIED, MAY BE CONSIDERED INFORMAL AND MAY BE REJECTED.

PROPOSAL SUBMISSION FORM

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

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Fax of Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Dated _____

(Name of Organization) _____

By _____

(Title of Person Signing) _____

STATE OF NEW YORK:)

SS.:

COUNTY OF NASSAU:)

_____, being duly sworn, deposes and says that he/she is

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

Sworn to before me this

_____ day of _____ 20_____

Notary Public

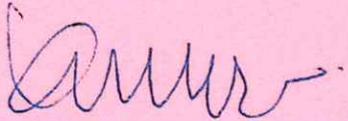
VILLAGE OF FREEPORT

INTERDEPARTMENT CORRESPONDENCE

To: Mayor Kennedy
From: Kathleen Murray
Date: November 1, 2023
Re: NYS DHSES Critical Infrastructure Grant - Revised

Your approval is retroactively requested to submit a grant proposal to New York State Homeland Security and Emergency Services Department for the (2023) 2021 Critical Infrastructure Grant Program. This money is being provided to improve security at mass gathering and special event sites.

The Villages proposal is to place cameras at the Esplanade and the adjacent parking lot on the Nautical Mile. As you know, many large community events are held at the site and additional security is warranted. The proposal will be for \$49,672.76. The proposal was submitted on November 1, 2023.



Kathleen Murray

Approved as to form

Village Attorney

11/3/2023

cc: Robert Fisenne, P.E.

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

WHEREAS, the Grants Administrator is requesting Board approval to submit a grant proposal to the New York State Homeland and Emergency Services for the (2023) 2021 Critical Infrastructure Grant Program to improve security at mass gathering and special event sites; and

WHEREAS, the Village's proposal is to place cameras at the Esplanade and the adjacent parking lot on the Nautical Mile; and

WHEREAS, this proposal was submitted on November 1, 2023 and will be for \$49,672.76; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be authorized to execute any and all documentation necessary to submit a grant proposal to the New York State Homeland and Emergency Services for the (2023) 2021 Cybersecurity Grant program retroactive to November 1, 2023.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

11/3/2023

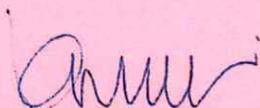
VILLAGE OF FREEPORT
INTERDEPARTMENT CORRESPONDENCE

To: Mayor Kennedy
From: Kathleen Murray
Date: November 2, 2023
Re: Categorical Exclusion and Extraordinary Circumstances Review
Security Improvements to Water Operations Project

Your approval is sought for the environmental review of the Security Improvements to Water Operations Project.

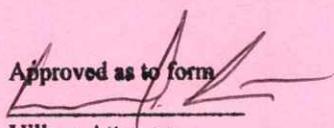
The Village has been invited to apply for a grant from the EPA (Federal) to improve the security at its water wellsites. The activities include the following: installing cameras at all well sites, access control (Card readers) at the Northeast, Northwest and Prince Avenue well sites, and a new Supervisory Control and Data Acquisition (SCADA) system at the Northeast, Northwest and Prince Avenue well sites. This is a \$240,000 grant.

The EPA performs an environmental review prior to making an award. For this project, the EPA has required us to submit a Categorical Exclusion and Extraordinary Circumstances Review (CATEX) form. The form asserts that there is no environmental impact resulting from this project.



Kathleen Murray

Approved as to form



Village Attorney

11/3/2023

cc: Robert Fisenne, P.E.

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

WHEREAS, the Grants Administrator is requesting Board approval to submit a Categorical Exclusion and Extraordinary Circumstances Review (CATEX) Form for the environmental review of the Security Improvements to Water Operations Project; and

WHEREAS, the Environmental Protection Agency (EPA) performs an environmental review before awarding the grant; and

WHEREAS, this is a \$240,000 grant; and

WHEREAS, this project proposes to install additional village-owned fiber optics to support and secure the Water Department's Supervisory Control and Data Acquisition (SCADA) system; and

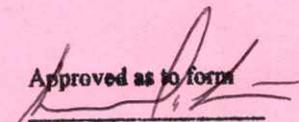
WHEREAS, the improvement activities will include installing cameras at all well sites, access control (Card readers) at the Northeast, Northwest and Prince Avenue well sites, and a new Supervisory Control and Data Acquisition (SCADA) system at the Northeast, Northwest and Prince Avenue well sites; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be authorized to execute any and all documentation necessary to submit a Categorical Exclusion and Extraordinary Circumstances Review (CATEX) Form for the environmental review of the Security Improvements to Water Operations Project.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Village Attorney
11/3/2023

Categorical Exclusion and Extraordinary Circumstances Review Form
 United States Environmental Protection Agency
 Region [2]

I. General Information

Project Name	Program / Funding Authority	Grant ID Number (if known)
Security Improvements to Water Operations	EPA Community Grants	

Grant Applicant Organization

Inc. Village of Freeport

Project Location Description (street address/city/state/ZIP code; site characteristics)

Project Description (summary of project scope and project components)

The Village of Freeport water system is a large water system that provides water to a population of approximately 43,000 residents through approximately 10,000 services in an area of about 4.93 square miles. Water is pumped from the Magothy aquifer beneath Long Island through 10 wells in 4 wellfields throughout the Village. The Electric Power Plant (which provides municipal electricity to the Village) also relies upon this water system to operate. Disruption of service could affect the entire population of users.

Only two (2) of the five (5) wellfields have surveillance systems, Northeast Wellfield and Prince Avenue Wellfield. The present surveillance systems use cameras that are manufactured by Hangzhou Hikvision Digital Technology Co., Ltd., (Hikvision) The U.S. government banned Hikvision from receiving government contracts in August 2019 due to security concerns. In October 2019, Hikvision was formally placed on the US Entity List. This project proposes to replace the existing Hikvision cameras and install surveillance systems and additional fiber optics at the other three unprotected wellfields.

The water department uses a Supervisory Control and Data Acquisition (SCADA) system. It remotely monitors each well level and controls the pumping station well pumps. The SCADA also monitors flows, tank levels, pressure in storage tanks, and water quality. The present SCADA system is an internet based system and therefore vulnerable to external remote cyber threats. This project proposes to install additional village-owned fiber optics to support and secure the Water Dept.'s SCADA system.

II. EPA Contact for Environmental Review on this Project (If different from Responsible Official, EPA Use Only)

Name/Title	Email	Phone Number
Robert Fisenne, P.E.	RFisenne@freeportny.gov	516/377-2465

Complete Section III on Categorical Exclusion Eligibility.

III.A. Categorical Exclusion Eligibility (Check YES or NO) Complete the following questions in their entirety to determine if the project is eligible for a Categorical Exclusion (CATEX) pursuant to 40 CFR § 6.204(a)(1)(ii). Additionally, supporting statements and documentation must be included in Attachment 1.																			
40 CFR § 6.204(a)(1)(ii)																			
Question 1a: If yes to any, proceed to Question 1b.	Does the project involve actions relating to existing infrastructure systems (e.g., sewer systems; drinking water supply systems; and stormwater systems, including combined sewer overflow systems) and involve: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: left;">YES</th> <th style="width: 10%; text-align: left;">NO</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Minor upgrading</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and its components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Construction of new minor ancillary facilities next to or on the same property as existing facilities</td> </tr> </tbody> </table>	YES	NO		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Minor upgrading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and its components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of new minor ancillary facilities next to or on the same property as existing facilities						
YES	NO																		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Minor upgrading																	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and its components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems)																	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of new minor ancillary facilities next to or on the same property as existing facilities																	
Question 1b: If yes to any, STOP . CATEX does not apply.	Will the project include actions that: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: left;">YES</th> <th style="width: 10%; text-align: left;">NO</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Involve new or relocated discharges to surface or ground water</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Will provide capacity to serve a population 30% greater than the existing population</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Are not supported by the state, or other regional growth plan or strategy</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purpose of future development</td> </tr> </tbody> </table>	YES	NO		<input type="checkbox"/>	<input type="checkbox"/>	Involve new or relocated discharges to surface or ground water	<input type="checkbox"/>	<input type="checkbox"/>	Will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water	<input type="checkbox"/>	<input type="checkbox"/>	Will provide capacity to serve a population 30% greater than the existing population	<input type="checkbox"/>	<input type="checkbox"/>	Are not supported by the state, or other regional growth plan or strategy	<input type="checkbox"/>	<input type="checkbox"/>	Directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purpose of future development
YES	NO																		
<input type="checkbox"/>	<input type="checkbox"/>	Involve new or relocated discharges to surface or ground water																	
<input type="checkbox"/>	<input type="checkbox"/>	Will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water																	
<input type="checkbox"/>	<input type="checkbox"/>	Will provide capacity to serve a population 30% greater than the existing population																	
<input type="checkbox"/>	<input type="checkbox"/>	Are not supported by the state, or other regional growth plan or strategy																	
<input type="checkbox"/>	<input type="checkbox"/>	Directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purpose of future development																	
III.B. Categorical Exclusion Eligibility (Check YES or NO) Complete the following questions in their entirety to determine if the project is eligible for a Categorical Exclusion (CATEX) pursuant to 40 CFR § 6.204(a)(1)(iii). Additionally, supporting statements and documentation must be included in Attachment 1.																			
40 CFR § 6.204(a)(1)(iii)																			
Question 2a: If yes, proceed to Question 2b.	Does the project involve actions in unsewered communities involving: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: left;">YES</th> <th style="width: 10%; text-align: left;">NO</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Replacement of existing onsite systems</td> </tr> </tbody> </table>	YES	NO		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Replacement of existing onsite systems												
YES	NO																		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Replacement of existing onsite systems																	
Question 2b: If yes to any, STOP . CATEX does not apply.	Will the project include actions that: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: left;">YES</th> <th style="width: 10%; text-align: left;">NO</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Involve relocated discharges</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Will likely result in the substantial increase in the volume or the loading of pollutants from existing sources</td> </tr> </tbody> </table>	YES	NO		<input type="checkbox"/>	<input type="checkbox"/>	Involve relocated discharges	<input type="checkbox"/>	<input type="checkbox"/>	Will likely result in the substantial increase in the volume or the loading of pollutants from existing sources									
YES	NO																		
<input type="checkbox"/>	<input type="checkbox"/>	Involve relocated discharges																	
<input type="checkbox"/>	<input type="checkbox"/>	Will likely result in the substantial increase in the volume or the loading of pollutants from existing sources																	

Complete Sections IV.A. and IV.B. on Extraordinary Circumstances. Attach Supporting Statements and Documentation.

IV.A. Extraordinary Circumstances (Check YES or NO) Complete the following questions in their entirety to determine if the project involves any of the following extraordinary circumstances which would make it ineligible for a CATEX pursuant to 40 CFR § 6.204(b)(1) through (b)(10). Additionally, supporting statements and documentation must be included in Attachment 1.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1) Is the action known or expected to have potentially significant environmental impacts on the quality of the human environment either individually or cumulatively over time?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2) Is the action known or expected to have disproportionately high and adverse human health or environmental effects on any community, including minority communities, low-income communities, or federally-recognized Indian tribal communities? Communities Present: <input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, describe in Attachment 1]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3) Is the action known or expected to significantly affect federally listed threatened or endangered species or their critical habitat? Resources Present: <input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, describe in Attachment 1]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Is the action known or expected to significantly affect national natural landmarks or any property with naturally significant historic, architectural, prehistoric, archaeological, or cultural value, including but not limited to, property listed on or eligible for the National Register of Historic Places? Resources Present: <input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, describe in Attachment 1]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Is the action known or expected to significantly affect environmentally important natural resource areas such as wetlands, floodplains, significant agricultural lands, aquifer recharge zones, coastal zones, barrier islands, wild and scenic rivers, and significant fish or wildlife habitat? Resources Present: <input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, describe in Attachment 1]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Is the action known or expected to cause significant adverse air quality effects? Describe Air Quality and Resources in Attachment 1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7) Is the action known or expected to have a significant effect on the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population, including altering the character of existing residential areas or may not be consistent with state or local government, or federally-recognized Indian tribe approved land use plans or federal land management plans? Describe Land Use in Attachment 1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8) Is the action known or expected to cause significant public controversy about potential environmental impacts of the proposed action?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9) Is the action known or expected to be associated with providing financial assistance to a federal agency through an interagency agreement for a project that is known or expected to have potentially significant environmental impacts?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Is the action known or expected to conflict with federal, state, local government, or federally-recognized Indian tribe environmental resource-protection, or land-use laws or regulations?

IV.B. Extraordinary Circumstances Statement (Check ONLY ONE box) If the responses to Section III.A. or III.B. indicate the project is CATEX eligible, and if a **NO** response was recorded for each of the questions in Section IV.A, then no Extraordinary Circumstances are present pursuant to 40 CFR § 6.204(b) and one of the following statements should be selected.

1) **No extraordinary circumstances apply** to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b). This statement is based on either (1) past experience with similar actions **at the proposed action site** resulting in a CATEX and/or (2) information gathered as part of a **previous** NEPA review or environmental due diligence review conducted **at the proposed action site**.
A statement and supporting documentation is attached (e.g., SERP, prior CATEX determination, or other NEPA review and environmental documentation).

2) **No extraordinary circumstances apply** to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b). This statement is based on information gathered as part of this NEPA evaluation.
A statement and supporting documentation is attached explaining why no extraordinary circumstances exist or apply to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b).

EPA Use Only:

V. NEPA Review Determination and Responsible Official Signature (EPA Use Only)

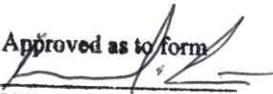
Sections I through IV must be completed to satisfy EPA’s documentation requirements for CATEX eligibility. If completion of this form indicates that a CATEX *does apply*, the Responsible Official must sign below.

Categorical Exclusion Determination. EPA finds that the proposed action is eligible for exclusion from detailed environmental review under 40 CFR § 6.204(a)(1), and will not involve any of the extraordinary circumstances delineated under 40 CFR § 6.204(b)(1) through (b)(10). Consequently, EPA will not prepare an environmental impact statement or an environmental assessment for the proposed project. EPA may revoke this categorical exclusion if changes in the proposed action render it ineligible for exclusion or if new evidence emerges which indicates that serious local or environmental issues exist or federal, state, or local laws would be violated.

As the Responsible Official, I have determined that **this action is eligible for a Categorical Exclusion** per the substantive environmental review requirements under EPA regulations at 40 CFR § 6.204. Section III.C of this form has been completed providing the required Extraordinary Circumstances Statement.

Robert T. Kennedy	Mayor	
Signature of Responsible Official	Title	Date

NOTE: Signed Categorical Exclusion Determinations should be uploaded to the EPA NEPA Compliance Database (through Central Data Exchange (CDX)).

Approved as to form

 Village Attorney
 11/3/2023

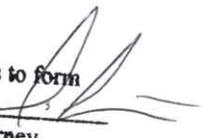
Use Attachment 1 to provide Statements and Supporting Documentation.

Project Name	Grant ID Number
Security Improvements to Water Operations	

Attachment 1. CATEX Eligibility and/or Extraordinary Circumstances Statement(s)

The space below may be used for a statement and supporting documentation explaining CATEX eligibility and why no extraordinary circumstances exist or apply to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b). Attach additional pages as needed. Material incorporated by reference should briefly describe its content. Provide hyperlinks to the incorporated material, or attached incorporated material to this CATEX, or otherwise indicate how the public can access the material for inspection.

This project calls for the addition of electronic systems to improve security at the Village of Freeport's five well sites. There is no new construction, Only the laying of wire and affixing electronic equipment. There is no environmental impact anticipated.

Approved as to form

Village Attorney
11/3/2023

VILLAGE OF FREEPORT

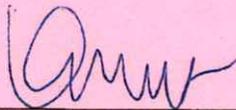
INTERDEPARTMENT CORRESPONDENCE

To: Mayor Kennedy
From: Kathleen Murray
Date: October 26, 2023
Re: Water Security Grant from EPA - Revised

In the Spring of 2022 a grant request was submitted to the EPA and Kathleen Rice seeking \$240,000 for security improvements to water well sites. The EPA has asked the Village to revise those documents to facilitate the award of this grant. The directive approving this grant could not be found, thus I request this matter be considered now.

Kathleen Rice's office invited the Village to apply for Congressionally Mandated funds. The Village chose to apply to the Environmental Protection Agency for improvements to drinking water security. The improvement activities will include installing cameras at all well sites, access control (Card readers) at the Northeast, Northwest and Prince Avenue well sites, and a new Supervisory Control and Data Acquisition (SCADA) system at the Northeast, Northwest and Prince Avenue well sites.

As previously mentioned, our request for this grant is \$240,000. There is a 20%, or \$48,000 match required. The paperwork submitted in 2022 has been revised and, upon approval, will be resubmitted to the EPA for their consideration. A decision from the EPA is anticipated shortly.



Kathleen Murray

Approved as to form

Village Attorney

10/27/2023

cc: Rob Fisenne

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

WHEREAS, the Grants Administrator is requesting Board approval to resubmit a grant proposal to the Environmental Protection Agency (EPA) for improvements to drinking water security; and

WHEREAS, in the Spring of 2022, a grant request was submitted to the EPA, and Kathleen Rice was seeking \$240,000 for security improvements to water well sites; and

WHEREAS, Kathleen Rice's office invited the Village to apply for Congressionally Mandated funds, and the Village chose to apply to the Environmental Protection Agency for improvements to drinking water security; and

WHEREAS, the improvement activities will include installing cameras at all well sites, access control (Card readers) at the Northeast, Northwest and Prince Avenue well sites, and a new Supervisory Control and Data Acquisition (SCADA) system at the Northeast, Northwest and Prince Avenue well sites; and

WHEREAS, the request for this grant is \$240,000 with a 20% or \$48,000 match required; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be authorized to execute any and all documentation necessary to resubmit a grant proposal to the Environmental Protection Agency for improvements to drinking water security.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

10/27/2023

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: November 7, 2023
RE: Police Vehicle Purchase November 2023

The Freeport Police Department is requesting authorization to purchase the following vehicles (5):

- 2023 Chevy Tahoe PPV, Vin# 1GNSKLED7PR398286, replaces 2013 Chevy Tahoe Vin# 1GNLC2E07DR299679
- 2023 Chevy Tahoe PPV, Vin# 1GNSKLEDXPR398752, an addition to the Community Response Fleet
- 2023 Chevy Tahoe SSV, Vin# 1GNSKLED3PR259031, replaces 2005 Chevy Tahoe Vin# 1GNEK13Z25R236658
- 2023 Chevy Tahoe SSV, Vin# 1GNSKLED1PR265586, replaces 2008 Chevy Tahoe Vin# 1GNFK03098R265188
- 2023 Chevy Silverado PPV, Vin# 3GCUDAED1PG290441 an addition to the Traffic Safety Enforcement Fleet

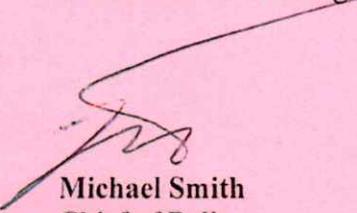
The purchase of the (4) Chevy Tahoe's are from a bid from the Fabius Fire District. PO Box 144 Fabius NY 13063. Notice to Bidders and Award letter are attached. The purchase of the (1) 2023 Chevy Silverado PPV is under NYS Bid# 23-0908-1 from Franklin County, NY. Vehicles purchased under this bid will be at a 2% discount to the MSRP of the selected vehicle. These vehicles will be upfitted with additional equipment after purchase at an additional cost to be determined. These (5) vehicles will be purchased from:

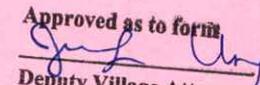
Denoyer Chevrolet, Inc. 127 Wolf Road, Albany, NY 12205

The total cost of the purchase is \$263,416.20 including delivery.

Funding for this acquisition will be a reimbursement from a signed IMA with Nassau County in the amount of \$293,000.00.

The account to be charged is A312002-520103 Unexpected Exp-Equipment.


Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department has need for four (4) 2023 Chevrolet Tahoe Police Patrol Vehicles (PPV) and one (1) 2023 Chevy Silverado PPV; and

WHEREAS, the Department is requesting Board authorization to purchase the following five (5) vehicles:

- 2023 Chevy Tahoe PPV, Vin# 1GNSKLED7PR398286, replaces 2013 Chevy Tahoe Vin# 1GNLC2E07DR299679
- 2023 Chevy Tahoe PPV, Vin# 1GNSKLEDXPR398752, an addition to the Community Response Fleet
- 2023 Chevy Tahoe SSV, Vin# 1GNSKLED3PR259031, replaces 2005 Chevy Tahoe Vin# 1GNEK13Z25R236658
- 2023 Chevy Tahoe SSV, Vin# 1GNSKLED1PR265586, replaces 2008 Chevy Tahoe Vin# 1GNFK03098R265188
- 2023 Chevy Silverado PPV, Vin# 3GCUDAED1PG290441 an addition to the Traffic Safety Enforcement Fleet

WHEREAS, the (4) Chevy Tahoes are being purchased off of a bid by the Fabius Fire District, PO Box 144, Fabius, NY 13063; and the (1) 2023 Chevy Silverado PPV is being purchased under NYS Bid# 23-0908-1; and

WHEREAS, these five (5) vehicles will be purchased from Denooyer Chevrolet, Inc., 127 Wolf Road, Albany, NY 12205, for a total cost of \$263,416.20, including delivery; and

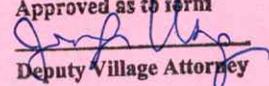
WHEREAS, funding for this acquisition will be reimbursed from a signed IMA with Nassau County in the amount of \$293,000.00; and

WHEREAS, the account to be charged is A312002-520103 Unexpected Exp-Equipment; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board of Trustees approve the purchase of four (4) 2023 Chevrolet Tahoe Police Patrol Vehicles (PPV) and one (1) 2023 Chevy Silverado PPV, from Denooyer Chevrolet, Inc., 127 Wolf Road, Albany, NY 12205, for a total cost of \$263,416.20, including delivery.

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



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

Steve Gordon

Village of Freeport SALES PERSON

BUYER'S NAME
46 N Ocean Ave
STREET ADDRESS
Freeport NY 11520
CITY STATE ZIP
(518) 377-2304
RES. PHONE BUS. PHONE
kweltner@freeportny.gov
DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

NEW USED DEMO YEAR 2023 STOCK # F23681
MAKE Chevrolet MODEL Tahoe
BODY TYPE SUV Cyl 8 AUTO SP. 4 WD
BODY COLOR Black TRIM PPV
VIN 1GNSKLED7PR398286
DEL DATE MILEAGE
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle _____, a taxicab _____, a driver education vehicle _____, or a rental vehicle _____. The vehicle was repurchased under New York "lemon laws" _____; returned for nonconformity of its warranty _____.

THE TRADE

YEAR MAKE
MODEL BODY
COLOR TYPE
MILEAGE
PLATE NO. EXP. DATE NEED PLATES

THE CLOSEOUT

BAL. OWING TO: ADDRESS
AMOUNT GOOD UNTIL WHEN CONTACTED FROM
ACCT NO. PHONE

INSURANCE

INS. AGT. PHONE
ADDRESS
INS. CO.
POL. NO.
EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.
ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 195-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO

ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED

CHECK ONLY
BUYER'S SIGNATURE DATE
ACCEPTED BY DATE 11/06/23

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE	\$52300.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	
FACTORY INSTALLED EQUIPMENT	
OPTION CODE	
DEALER INSTALLED EQUIPMENT AND SERVICES	
*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE	
TAXES AND OTHER FEES	
SUBTOTAL OF VEHICLE AND OPTIONS	\$52300.00
TRADE-IN ALLOWANCE	
OTHER (ITEMIZE)	
TAXABLE CASH DIFFERENCE	
COUNTY Nassau TAXES AT EXEMPT%	
*TIRE FEE	\$12.50
N.Y.S. INSPECTION FEE	\$10.00
REGISTRATION FEES (ESTIMATE)	
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DAILY FEE. * \$175.00	\$175.00
TOTAL SELLING PRICE	\$52497.50
PLUS BALANCE OWING ON TRADE-IN	
NET	
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	
CASH DUE ON DELIVERY	\$52497.50

PIGGYBACK OFF OF FABIUS FIRE DIST

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.
11/06/2023 Purchaser's Initials: _____ Date:

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$50.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprien

Steve Gordon

Village of Freeport SALES PERSON

BUYER'S NAME
46 N Ocean Ave

STREET ADDRESS
Freeport

NY

11520

CITY
(516) 377-2304

STATE

ZIP

RES. PHONE

BUS. PHONE

kwelner@freeportny.gov

DRIVER'S LIC. NO.

EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

NEW USED DEMO YEAR 2023 STOCK # F23331
MAKE Chevrolet MODEL Tahoe
BODY TYPE SUV Cyl 8 AUTO SP. 4 WD
BODY COLOR Black TRM SSV
VIN 1GNSKLED3PR259031

DEL. DATE _____ MILEAGE _____
ESTIMATED DELIVERY DATE _____ / PLACE OF DELIVERY _____

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle _____, a taxicab _____, a driver education vehicle _____, or a rental vehicle _____. The vehicle was repurchased under New York "lemon laws" _____; returned for nonconformity of its warranty _____.

THE TRADE

YEAR _____ MAKE _____
MODEL _____ BODY TYPE _____
COLOR _____ MILEAGE _____
PLATE NO. _____ EXP. DATE _____ NEED PLATES

THE CLOSEOUT

BAL. OWING TO: _____ ADDRESS _____
AMOUNT _____ GOOD UNTIL _____ WHEN CONTACTED _____ WHICH _____
ACCT NO. _____ PHONE _____

INSURANCE

INS. AGT. _____ PHONE _____
ADDRESS _____
INS. CO. _____
POL. NO. _____
EFF. DATES _____

DEPOSITS

DEPOSIT WITH ORDER NO. _____
ADDITIONAL DEPOSIT _____
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade-in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATIONS "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE _____ DATE _____
ACCEPTED BY _____ DATE 11/6/23

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE	\$52300.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	
FACTORY INSTALLED EQUIPMENT	
OPTION CODE	
DEALER INSTALLED EQUIPMENT AND SERVICES	
*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE	
THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE TO THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.	Purchaser's Initials: _____ Date: 11/06/2023
*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.	
TAXES AND OTHER FEES	
SUBTOTAL OF VEHICLE AND OPTIONS	\$52300.00
TRADE-IN ALLOWANCE	-
OTHER (ITEMIZE)	
TAXABLE CASH DIFFERENCE	
COUNTY Nassau TAXES AT EXEMPT%	
*TIRE FEE	\$12.50
N.Y.S. INSPECTION FEE	\$10.00
REGISTRATION FEES (ESTIMATE)	
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DAILY FEE. ** \$ _____	\$175.00
TOTAL SELLING PRICE	\$52497.50
PLUS BALANCE OWING ON TRADE-IN	
NET	
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	
CASH DUE ON DELIVERY	\$52497.50

PIGGYBACK OFF OF FABIUS FIRE DIST



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprien Steve Gordon
SALESPERSON
Village of Freeport
BUYER'S NAME
46 N Ocean Ave
STREET ADDRESS NY 11520
CITY STATE ZIP
(516) 377-2304 RES. PHONE BUS. PHONE
kweltner@freeportny.gov EMAIL ADDRESS
DRIVER'S LIC. NO.

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

NEW USED DEMO YEAR 2023 STOCK # F23717
MAKE Chevrolet MODEL Tahoe
BODY TYPE SUV CYL 8 AUTO SP. 4 WD
BODY COLOR Black TRM PPV
VIN 1GNSKLEDXPR398752
DEL DATE _____ MILEAGE _____
ESTIMATED DELIVERY DATE _____ / PLACE OF DELIVERY _____

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle _____, a taxicab _____, a driver education vehicle _____, or a rental vehicle _____. The vehicle was repurchased under New York "lemon laws" _____; returned for nonconformity of its warranty _____.

THE TRADE

YEAR _____ MAKE _____
MODEL _____ BODY TYPE _____
COLOR _____ MILEAGE _____
VIN _____
PLATE NO. _____ EXP. DATE _____ NEED PLATES

THE CLOSEOUT

BAL. OWING TO: _____ ADDRESS _____
AMOUNT \$ _____ GOOD UNTIL _____ WHEN CONTACTED _____ WHOM _____
ACCT NO. _____ PHONE _____

INSURANCE

INS. AGT. _____ PHONE _____
ADDRESS _____
INS. CO. _____
POL. NO. _____
EFF. DATES _____

DEPOSITS

DEPOSIT WITH ORDER NO. _____
ADDITIONAL DEPOSIT _____
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

*** NOTICE TO USED VEHICLE BUYER:** If you should be entitled to a refund pursuant to section 195-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE _____ DATE _____
ACCEPTED BY _____ DATE 11/1/23

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE	+	\$52300.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	+	
FACTORY INSTALLED EQUIPMENT	+	
OPTION CODE		
DEALER INSTALLED EQUIPMENT AND SERVICES	+	
*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE		
FEE S. 11/06/2023		
PURCHASER'S INITIALS: _____ DATE: _____		
TAXES AND OTHER FEES		
SUBTOTAL OF VEHICLE AND OPTIONS		\$52300.00
TRADE-IN ALLOWANCE	-	
OTHER (ITEMIZE)	+	
TAXABLE CASH DIFFERENCE		
COUNTY Nassau TAXES AT EXEMPT%		
*TIRE FEE		\$12.50
N.Y.S. INSPECTION FEE		\$10.00
REGISTRATION FEES (ESTIMATE)		
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE "B" _____	+	\$175.00
TOTAL SELLING PRICE		\$52497.50
PLUS BALANCE OWING ON TRADE-IN	+	
NET		
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	-	
CASH DUE ON DELIVERY		\$52497.50



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

Steve Gordon

Village of Freeport SALES PERSON

BUYER'S NAME
46 N Ocean Ave

STREET ADDRESS
Freeport NY 11520

CITY STATE ZIP
(516) 377-2304

RES. PHONE BUS. PHONE
kweltner@freeportny.gov

DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

NEW USED DEMO YEAR STOCK #
2023 F23399

MAKE Chevrolet MODEL Tahoe

BODY TYPE SUV Cyl 8 AUTO SP. 4 WD

BODY COLOR Black TRIM SSV

VIN 1GNSKLED1PR265586

DEL. DATE MILEAGE

ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty.

THE TRADE

YEAR MAKE BODY TYPE MILEAGE

MODEL COLOR

PLATE NO. EXP. DATE NEED PLATES

THE CLOSEOUT

BAL. OWING TO: AMOUNT GOOD UNTIL ADDRESS WHEN CONTACTED PHONE

ACCT NO. PHONE

INSURANCE

INS. AGT. PHONE

ADDRESS

INS. CO.

POL. NO.

EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.

ADDITIONAL DEPOSIT

TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 193-b of the NYS General Business Law, instead of returning your trade-in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE DATE

ACCEPTED BY DATE 11/6/23

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE \$52300.00

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)

FACTORY INSTALLED EQUIPMENT

OPTION CODE

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

DEALER INSTALLED EQUIPMENT AND SERVICES

* NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. Purchaser's Initials: Date: 11/06/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion SALESPERSON Steve Gordon
Village of Freeport
BUYER'S NAME
46 N Ocean Ave
STREET ADDRESS NY 11520
Freeport CITY STATE ZIP
(516) 377-2304 RES. PHONE BUS. PHONE
kweltner@freeportny.gov EMAIL ADDRESS
DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

NEW USED DEMO YEAR 2023 STOCK # F23743
MAKE Chevrolet MODEL Silverado
BODY TYPE Crew Cab CYL 8 AUTO SP. 4 WD
BODY COLOR Black TRM PPV
VIN 3GCUAED1PG290441

DEL. DATE MILEAGE
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" returned for nonconformity of its warranty

THE TRADE

YEAR MAKE MODEL BODY TYPE COLOR MILEAGE
PLATE NO. EXP. DATE NEED PLATES

THE CLOSEOUT

BAL. OWING TO: AMOUNT GOOD UNTIL WHEN CONTACTED WHOM
ACCT NO. PHONE

INSURANCE

INS. AGT. PHONE ADDRESS INS. CO. POL. NO. EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO. ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 199-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE DATE
ACCEPTED BY DATE

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE	+	\$54,315.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	+	
FACTORY INSTALLED EQUIPMENT	+	
OPTION CODE		
2% off per Franklin County Piggyback Award	-	\$-1,086.30
DEALER INSTALLED EQUIPMENT AND SERVICES	+	
*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE		
THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.		
F.E.E.S.		Purchaser's Initials: _____ Date: 11/06/2023
*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.		
TAXES AND OTHER FEES		
SUBTOTAL OF VEHICLE AND OPTIONS		\$53,228.70
TRADE-IN ALLOWANCE	-	
OTHER (ITEMIZE)	+	
TAXABLE CASH DIFFERENCE		
COUNTY Nassau TAXES AT EXEMPT %		
*TIRE FEE		\$12.50
N.Y.S. INSPECTION FEE		\$10.00
REGISTRATION FEES (ESTIMATE)		
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. * \$ _____	+	\$175.00
TOTAL SELLING PRICE		\$53,426.20
PLUS BALANCE OWING ON TRADE-IN	+	
NET		
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	-	
CASH DUE ON DELIVERY		\$53,426.20

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

To: Mayor Robert T. Kennedy

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

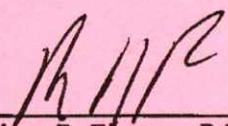
Date: October 19, 2023

Re: 2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT

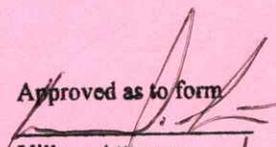
At the Village Board of Trustees meeting on February 6, 2023, the referenced requirements contract was awarded to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 for \$326,700.00. The Contract was set up as a one-year contract expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract prices. To date, we have spent \$63,109.00 under this contract. Funding for this work will come from various Village accounts, depending on where the work is performed.

The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "**2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT**" be extended for an additional year, from March 1, 2024 until February 28, 2025, to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520, with no increase in the unit prices.



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

Approved as to form


Village Attorney
10/27/2023

Encl.

c.

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

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

WHEREAS, on February 6, 2023, the Board awarded the 2023 Annual Catch Basin and Road Panel Contract to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, to date, we have spent \$63,109.00 under this contract; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Annual Catch Basin and Road Panel Contract with Nicolino Construction from March 1, 2024 to February 28, 2025; and

WHEREAS, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the unit prices; and

WHEREAS, funding for this work will come from various Village accounts, depending on where the work is performed; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the "2023 Annual Catch Basin and Road Panel Contract" with Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520, for the first one-year extension term beginning on March 1, 2024 and ending February 28, 2025, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

10/24/2023

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT

CONTRACTOR: Nicolino Construction Co. Inc.

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: Steph A. Nicolino
NICOLINO CONST. CO. INC. DATE: 10/16/23

(CONTRACTOR)

ACCEPTED BY: RAF DATE: 10/18/23

(ENGINEER)

Approved as to form
Village Attorney 10/27/2023

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 7, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 6, 2023:

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

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

WHEREAS, twenty (20) bids were distributed and four (4) bids were received on January 10, 2023 for the referenced requirements contract; and

WHEREAS, the bids ranged from a high bid of \$872,300.00 to a low bid of \$326,700.00, and the Village has reviewed and checked all bids and find them in good order; and

WHEREAS, the lowest responsible bidder was submitted by Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00; and

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

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Annual Catch Basin and Road Panel Contract to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy

FROM: Jennifer Ungar, Deputy Village Attorney

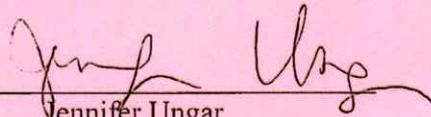
DATE: November 7, 2023

RE: Setting Public Hearing for Proposed Local Law Change

The Village is considering a local law amendment to Chapter 155 entitled Peace and Good Order, by adding an article entitled "Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments." This amendment will change the title of the chapter, as well as expand the availability for post deprivation hearings. A copy of the proposed law is attached for your review.

This local law would streamline the procedure for this process, including notification to all interested parties in the event of an impoundment of a vehicle for unpaid parking tickets, multiple New York State Vehicle and Traffic Law violations or default judgments, the appointment of an independent agent to conduct retention hearings, the conduct of those hearings, and default and post-default review.

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 November 27, 2023 at 5:30PM.



Jennifer Ungar
Deputy Village Attorney

A LOCAL LAW TO AMEND CHAPTER 155, ARTICLE XIV, ENTITLED “POST DEPRIVATION HEARINGS – VEHICLES IMPOUNDED FOR UNPAID PARKING TICKETS AND DEFAULT JUDGMENTS” SECTION 155-107.

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

Section 1: Chapter 155 Article XIV, §155-107 which reads as follows, is hereby repealed:

Article XIV Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments

§155-107 Procedure

1. Ascertainment of and notice to Interested Parties: Upon impoundment, removal or seizure of a vehicle for unpaid parking tickets and default judgments, the Village shall conduct a diligent inquiry to determine the identity of parties with interests in the seized vehicle (the “Interested Parties”), and within 10 days of the impoundment, removal or seizure shall provide written notice (“Notice of Seizure”) of the right to a retention hearing (the “Retention Hearing”) to those Interested Parties, defined as follows:
 - a. The driver in possession at the time of seizure;
 - b. The registrant of the vehicle;
 - c. The titled owner of the vehicle;
 - d. Any lessor of the vehicle; and/or
 - e. Any lienholder of the vehicle.
2. Written Notice of Retention Hearing Procedure and turnover to other Interested Party on event of Default:
 - a. The Notice of Seizure shall state that each Interested party has the right to a prompt post impoundment, removal or seizure hearing (“Retention Hearing”) before a neutral decision maker who shall review the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue among the registered owner/ titled owner, lessor/lessee and shall be given by certified mail to the Interested parties in the vehicle.
 - b. The notice shall also inform owners of vehicles subject to liens, or lessees of leased vehicles—as applicable—that if they fail to participate in a Retention Hearing and are in default under the terms of their lease, that the seized vehicle may instead be released to a lienholder or lessor (as applicable) if a post-default review of indicates that such lienholder or lessor is entitled to take possession of the seized vehicle.
 - c. The Notice of Seizure shall be sent by certified mail, return receipt requested, to the Interested Parties at the address listed for each interested party on the license, registration and/or document of title for the vehicle in question or such other address as is reasonably calculated to give the Interested Party notice of the removal, seizure, impoundment or detention.
 - d. The Notice of Seizure shall state the name and address of the Interested Party; make, model and vehicle identification number (“VIN”) of the seized vehicle; the purpose of the Retention Hearing is to determine the legality of the impoundment, removal or seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue and that each Interested Party shall have the option to request such hearing, which must be

commenced within twenty-one (21) days from the time the Notice of Seizure is sent to all Interested Parties.

3. Independent Agent to Conduct Hearings and Procedure to be made public:
 - a. The procedure to obtain a Retention Hearing before a neutral decision maker shall be posted on the Village's website.
 - b. The Village shall appoint an independent agent to conduct such Retention Hearings at the cost and expense of the Village.
4. Conduct of the Retention Hearing:
 - a. Retention Hearings shall be scheduled in person and/or virtually at Village premises or locations in or outside the Village designated by the Village for such hearings.
 - b. The Retention Hearing shall be conducted promptly following the seizure, impoundment, and detention of any vehicle before a neutral decision maker who shall:
 - i. Review the legality of the seizure;
 - ii. Review the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle; and
 - iii. Determine the rights of possession in the vehicle at issue.
 - c. The neutral decision maker shall reserve continuing jurisdiction beyond the initially scheduled Retention Hearing in the event of the need to adjourn such hearing due to circumstances beyond the control of the parties, such as weather or public health events, but in no instance shall this provision result in the retention of a vehicle indefinitely without a hearing.
5. Default and Post-Default Review: If no Interested Party requests a Retention Hearing or appears at the requested Retention Hearing, all Interested Parties will be deemed in default. In the event of a default, the Village Attorney shall conduct a post-default review of the seizure to determine:
 - a. The legality of the seizure,
 - b. The appropriateness of any fees and expenses charged in relation to the seizure and storage of the vehicle.
6. Actions Post-Default: Following post-default review, the Village may take such further actions as are called for by its laws or other policies and procedures, including the imposition of fees, seeking forfeiture or otherwise disposing of the vehicle.
7. Proof of the Right of Titled Owner or Lienholder to retake possession: A vehicle will not be turned over to a titled owner, lessor or lienholder until the lessor or lienholder provides satisfactory proof of the right of a titled owner, lessor or lienholder to take possession of a vehicle in the form of an Affidavit of Right from an appropriate custodian of records of the titled owner, lessor or lienholder stating:
 - a. The reason(s) the titled owner, lessor or lienholder has a current right to take possession of the vehicle and attaching certified copy of the lease document or retail installment contract;
 - b. An agreement by the titled owner, lessor or lienholder to reasonably cooperate with the Village should a driver or registrant later make claims against the Village related to the Village's turnover of the vehicle to the titled owner, lessor; and/or lienholder;
 - c. An agreement to release the Village for its conduct in towing the vehicle; and
 - d. An agreement that the titled owner, lessor or lienholder shall pay to the Village those fees which may be imposed by a written disposition following the Retention Hearing.

8. This chapter shall not apply where a vehicle is impounded under authority granted pursuant to New York State Statute.

Section 2. Chapter 155 Article XIV, §155-107 which reads as follows, is hereby adopted:

Article XIV Post Deprivation Hearings – Vehicles Impounded

§155-107 Procedure

1. Ascertainment of and notice to Interested Parties: Upon impoundment, removal or seizure of a vehicle for unpaid parking tickets, violations of New York State Vehicle and Traffic Law §§ 319, 340, 355, 401, 402, or 512, and default judgments, the Village shall conduct a diligent inquiry to determine the identity of parties with interests in the seized vehicle (the “Interested Parties”), and within 10 days of the impoundment, removal or seizure shall provide written notice (“Notice of Seizure”) of the right to a retention hearing (the “Retention Hearing”) to those Interested Parties, defined as follows:
 - a. The driver in possession at the time of seizure;
 - b. The registrant of the vehicle;
 - c. The titled owner of the vehicle;
 - d. Any lessor of the vehicle; and/or
 - e. Any lienholder of the vehicle.
2. Written Notice of Retention Hearing Procedure and turnover to other Interested Party on event of Default:
 - a. The Notice of Seizure shall state that each Interested party has the right to a prompt post impoundment, removal or seizure hearing (“Retention Hearing”) before a neutral decision maker who shall review the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue among the registered owner/ titled owner, lessor/lessee and shall be given by certified mail to the Interested parties in the vehicle.
 - b. The notice shall also inform owners of vehicles subject to liens, or lessees of leased vehicles—as applicable—that if they fail to participate in a Retention Hearing and are in default under the terms of their lease, that the seized vehicle may instead be released to a lienholder or lessor (as applicable) if a post-default review of indicates that such lienholder or lessor is entitled to take possession of the seized vehicle.
 - c. The Notice of Seizure shall be sent by certified mail, to the Interested Parties at the address listed for each interested party on the license, registration and/or document of title for the vehicle in question or such other address as is reasonably calculated to give the Interested Party notice of the removal, seizure, impoundment or detention.
 - d. The Notice of Seizure shall state the name and address of the Interested Party; make, model and vehicle identification number (“VIN”) of the seized vehicle; the purpose of the Retention Hearing is to determine the legality of the impoundment, removal or seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue and that each Interested Party shall have the option to request such hearing, which must be commenced within twenty-one (21) days from the time the Notice of Seizure is sent to all Interested Parties.
3. Independent Agent to Conduct Hearings and Procedure to be made public:
 - a. The procedure to obtain a Retention Hearing before a neutral decision maker shall be posted on the Village’s website.

- b. The Village shall appoint an independent agent to conduct such Retention Hearings at the cost and expense of the Village.
4. Conduct of the Retention Hearing:
 - a. Retention Hearings shall be scheduled in person and/or virtually at Village premises or locations in or outside the Village designated by the Village for such hearings.
 - b. The Retention Hearing shall be conducted promptly following the seizure, impoundment, and detention of any vehicle before a neutral decision maker who shall:
 - i. Review the legality of the seizure;
 - ii. Review the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle; and
 - iii. Determine the rights of possession in the vehicle at issue.
 - c. The neutral decision maker shall reserve continuing jurisdiction beyond the initially scheduled Retention Hearing in the event of the need to adjourn such hearing due to circumstances beyond the control of the parties, such as weather or public health events, but in no instance shall this provision result in the retention of a vehicle indefinitely without a hearing.
5. Default and Post-Default Review: If no Interested Party requests a Retention Hearing or appears at the requested Retention Hearing, all Interested Parties will be deemed in default. In the event of a default, the Village Attorney shall conduct a post-default review of the seizure to determine:
 - a. The legality of the seizure,
 - b. The appropriateness of any fees and expenses charged in relation to the seizure and storage of the vehicle.
6. Actions Post-Default: Following post-default review, the Village may take such further actions as are called for by its laws or other policies and procedures, including the imposition of fees, seeking forfeiture or otherwise disposing of the vehicle.
7. Proof of the Right of Titled Owner or Lienholder to retake possession: A vehicle will not be turned over to a titled owner, lessor or lienholder until the lessor or lienholder provides satisfactory proof of the right of a titled owner, lessor or lienholder to take possession of a vehicle in the form of an Affidavit of Right from an appropriate custodian of records of the titled owner, lessor or lienholder stating:
 - a. The reason(s) the titled owner, lessor or lienholder has a current right to take possession of the vehicle and attaching certified copy of the lease document or retail installment contract;
 - b. An agreement by the titled owner, lessor or lienholder to reasonably cooperate with the Village should a driver or registrant later make claims against the Village related to the Village's turnover of the vehicle to the titled owner, lessor; and/or lienholder;
 - c. An agreement to release the Village for its conduct in towing the vehicle; and
 - d. An agreement that the titled owner, lessor or lienholder shall pay to the Village those fees which may be imposed by a written disposition following the Retention Hearing.
8. This chapter shall not apply where a vehicle is impounded under authority granted pursuant to New York State Statute.

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

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 27th day of November 2023, at 5:30 P.M., to consider amending Chapter 155 entitled Peace and Good Order, by amending Chapter XIV entitled “Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments.”

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 27th day of November 2023 at 5:30 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 13th day of November 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
November 13, 2023

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

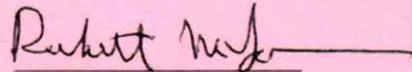
TO: Robert T. Kennedy, Mayor
FROM: Howard E. Colton, Village Attorney
DATE: November 8, 2023
RE: Lease agreement JCB and Son's D/B/A Non Stop Towing

Our office is requesting that the Village Board retroactively approve the attached agreement to lease space at the property located at 223 East Sunrise Highway, Freeport, New York. JCB and Son's D/B/A Non Stop Towing place of business is 99 Maple Place, Freeport, NY

The lessee will pay the Village of Freeport \$14,700 per month for 29,400 square foot of land to be used for storage of towed vehicles.

The Lessee shall pay an additional \$6.00 per square foot for any space used over 29,400 square feet.

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



Howard E. Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

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

WHEREAS, the Village Attorney is requesting Board approval to lease space at the property located at 223 East Sunrise Highway, Freeport, New York; and

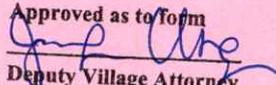
WHEREAS, the Lessee, JCB & Sons Inc., DBA Non Stop Towing and Recovery, 99 Maple Place, Freeport, NY 11520, will pay the Village of Freeport \$14,700 per month for 29,400 square foot of land to be used for storage of towed vehicles retroactive to November 1, 2023; and

WHEREAS, the Lessee shall pay an additional \$6.00 per square foot for any space used over 29,400 square feet; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the lease agreement at the property located at 223 East Sunrise Highway, Freeport, New York with JCB & Sons Inc., DBA Non Stop Towing and Recovery, 99 Maple Place, Freeport, NY 11520, for \$14,700 per month retroactive to November 1, 2023.

The Clerk polled the Board as follows:

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

Approved as to Form

Deputy Village Attorney

LEASE AGREEMENT

This Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord, Village of Freeport shall be referred to as "OWNER" and Tenant(s) JCB AND SONS INC. D/B/A NON STOP TOWING., shall be referred to as "OCCUPANT."

As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a storage 29,400 square feet of the premises located at 223 East Sunrise Highway located west of the Meadowbrook Parkway. The part of the building that is being rented by the OCCUPANT shall be determined by the Freeport Superintendent of Public Works

1. **TERMS:** OCCUPANT agrees to pay in advance \$14,700.00 per month on the 1st day of each month starting November, 2023. Should the OCCUPANT exceed the 29,400 square foot allotted, without the OWNERS permission the OCCUPANT shall pay \$6.00 per square foot of additional space used. OCCUPANT shall pay one month's security deposit. The lease is a month-to-month rental. The parties can terminate on thirty days' notice.

2. **LATE CHARGE:** A late fee of \$50 shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$50.

3. **UTILITIES:** OCCUPANT agrees to pay all utilities and/or services based upon occupancy of the premises.

4. **NOISE:** OCCUPANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of the residents of the Village of Freeport. Said noise and/or activity shall be a breach of this agreement.

5. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that OCCUPANT'S use is seriously impaired, OWNER or OCCUPANT may terminate this Agreement immediately upon three day written notice to the other.

6. **CONDITION OF PREMISES:** OCCUPANT acknowledges that he has examined the premises and all other items provided by OWNER. Everything is in good satisfactory condition except as may be indicated elsewhere in this Agreement.

OCCUPANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by OCCUPANT, his guests and/or invitees, except as provided by law.

At the termination of this Agreement, the premises shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER.

7. **ALTERATIONS:** OCCUPANT shall not alter the premises without the prior written consent of the OWNER.

8: **PROPERTY MAINTENANCE:** OCCUPANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. OCCUPANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

9. **INSURANCE:** OCCUPANT shall indemnify and hold harmless the OWNER and shall name the OWNER as an additional named insured at all policies.

10. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

11. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

12. **SUBLETTING** – OCCUPANT shall not sublet the premise.

13. **GOVERNING LAW** – This law shall be governed by the laws of the State of New York.

13. **RECEIPT OF AGREEMENT:** The undersigned OCCUPANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this lease Agreement.

Mayor Robert T. Kennedy Village of Freeport

Date _____



JCB AND SONS INC. D/B/A NON STOP TOWING

Date 11/8/23

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

AGENDA

BOARD OF TRUSTEES' MEETING

November 13, 2023

COMMENTS PERMITTED ON AGENDA ITEMS