

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      January 27, 2025**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from January 13, 2025.
- b) Request approval of the Board of Trustees' Dangerous/Nuisance minutes from January 13, 2025.

**2. ELECTRIC DEPARTMENT – Eric Rosmarin**

- a) Request to advertise Bid #25-02-ELEC-730 “Furnishing of LED Street Light Luminaires” in the Freeport Herald on January 30, 2025 with a return date of February 25, 2025.
- b) Request to extend the contract for manual contact/stray voltage testing services with Recon Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716, from March 1, 2025 through February 28, 2026, from \$60,792.45 to \$63,224.15.
- c) Request to renew the environmental consulting agreement with Grove Climate Group, LLP, 104R NC Highway 54 Bypass #241, Carrboro, North Carolina 27510, to provide federal consulting services related to climate and clean energy matters, from March 1, 2025 through February 28, 2026, in the amount of \$18,330.
- d) Request to renew the consulting agreement with Whitfield Russell Associates, 4232 King Street, Alexandria, Virginia 22302 related to bulk power market transactions, transmission planning and electric utility planning operation for the New York Power Authority (NYPA), from March 1, 2025 through February 28, 2026, not to exceed \$18,000.

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

- a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to James Drayton, Truck Co. #1.
- b) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Jovani Duran, Hose Co. #1.

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

- a) Request to advertise the “2025 Annual Curb and Sidewalk Contract” in the Freeport Herald on January 30, 2025, with a return date of February 18, 2025.
- b) Request to advertise the “2025 Disposal Services for Municipal Solid Waste” in the Freeport Herald, on January 30, 2025, with a return date of February 18, 2025.
- c) Request to award the “Disposal of Inorganic Materials 2025” contract to Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York 11704, the lowest responsible bidder meeting bid specifications, from March 1, 2025 through February 28, 2026, in the amount of \$298,200.

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

- d) Request to award the “2025 Furnishing Calcium Hypochlorite (tablet) for Freeport Village Pools” contract to Commercial Clearwater, 351 Westbury Avenue, Carl Place, New York 11514, the sole bidder, from March 1, 2025 through February 28, 2026, in the amount of \$119,400.
- e) Request to award the “Furnishing of One (1) Heavy Duty Plow Truck” contract to Gabrielli Truck Sales, 181-25 Eastern Road, Jamaica, New York 11430, the lowest responsible bidder meeting bid specifications, in the amount of \$323,300.
- f) Request to award the “2025 Annual Tree Removal Contract” to 4TS Premier Land Services, 8 Eagle Circle, Bohemia, New York 11716, the lowest responsible bidder meeting bid specification, from March 1, 2025 through February 28, 2026, in the amount of \$64,169.

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

- a) Request the Board of Trustees schedule a Public Hearing on February 10, 2025 at 5:30 P.M to consider applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, NY as a Landmark, the Pillar located at 171 Prince Avenue, Freeport, NY, as a Landmark, and the Pillar located at 172 Prince Avenue, Freeport, NY, as Landmarks.
- b) Request to renew the public relations services contract with Todd Shapiro & Associates, 600 Old Country Road, Suite 519, Garden City, New York 11530, from March 1, 2025 through February 28, 2026, for a not to exceed amount of \$42,000.00, with no increase in price.

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

- a) Request approval to enter into a Memorandum of Agreement between the Village of Freeport and Nassau County Board of Elections, 240 Old Country Road, 5<sup>th</sup> floor, Mineola, New York 11501, for the rental and use of election equipment for the March 18, 2025 Village Election.

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

- a) Request to award the “2025 Furnishing of Water Meters” contract to Rio Supply Inc., of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, the sole bidder, from March 1, 2025 through February 28, 2026, in the amount of \$245,490.

**COMMENTS PERMITTED ON AGENDA ITEMS**

**&**

**GENERAL PUBLIC COMMENTS**

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

# **INCORPORATED VILLAGE OF FREEPORT**

*INTER-DEPARTMENT CORRESPONDENCE*

**Date:** January 9, 2025

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re: Request to Advertise – Bid #25-02-ELEC-730  
Furnishing of LED Street Light Luminaires**

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Attached please find specifications for the Furnishing of LED Street Light Luminaires. These luminaires will be used to maintain the Village's street lights. The specifications cover the purchase of LED roadway luminaires for a period of three (3) years with an option at the Village's discretion to extend the bid for up to one (1) additional year.

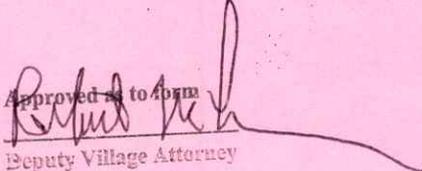
Attached is a copy of the Notice to Bidders for your review. I request authorization to advertise a Notice to Bidders on January 30, 2025, in the Freeport Herald and other relevant publications. Specifications would be available from February 3, 2025 to February 21, 2025. The bids would have a returnable date of February 25, 2025. Attached is a copy of the Notice to Bidders for your review. The cost of these purchases will be charged to E123000 (Inventory). These items will be added to our inventory and the expense will be charged to our energy efficiency account as the items are utilized. There are sufficient funds available for this expense.

  
Eric Rosmarin  
Superintendent of Electric Utilities

ER:db

Attachment

Cc Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Alvin McDaniel, Comptroller

Approved  to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval to authorize the Village Clerk to advertise a Notice to Bidders for the “Furnishing of LED Street Light Luminaires, Bid #25-02-ELEC-730”; and

**WHEREAS**, these luminaires will be used to maintain the Village’s street lights; and

**WHEREAS**, the specifications cover the purchase of LED roadway luminaires for a period of three (3) years, with an option at the Village’s discretion to extend the bid for up to one (1) additional year; and

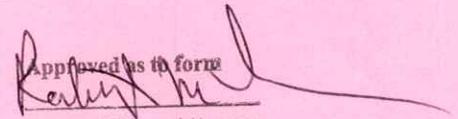
**WHEREAS**, General Municipal Law §103 and the Village’s procurement policy require that the procurement of this equipment be done through competitive bidding; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the for the “Furnishing of LED Street Light Luminaires, Bid #25-02-ELEC-730”, in the Freeport Herald and other relevant publications on January 30, 2025, with the specifications available from February 3, 2025 to February 21, 2025, with a return date of February 25, 2025.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**NOTICE TO BIDDERS**  
**FURNISHING OF LED STREET LIGHT LUMINAIRES**  
**FOR**  
**FREEPORT ELECTRIC**  
**THE INC. VILLAGE OF FREEPORT**  
**NASSAU COUNTY, NY**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for the “FURNISHING OF LED STREET LIGHT LUMINAIRES” until 11:00 A.M. on Tuesday, February 25, 2025, 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 Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Monday, February 3, 2025, until 4:00 P.M. on Friday, February 21, 2025.

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.

Taylor D’Orta  
Buyer, Purchasing Dept.  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 30, 2025

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications for  
FURNISHING OF LED STREET LIGHT LUMINAIRES**

**BID #25-02-ELEC-730**

**MAYOR  
ROBERT T. KENNEDY**

**TRUSTEES**

**Jorge Martinez  
Evette Sanchez**

**Christopher Squeri  
Ronald Ellerbe**

**PAMELA WALSH BOENING, VILLAGE CLERK  
HOWARD COLTON, VILLAGE ATTORNEY  
ISMAELA HERNANDEZ, TREASURER**



**Eric Rosmarin, Superintendent  
Inc. Village of Freeport**

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**NOTICE TO BIDDERS**  
**FURNISHING OF LED STREET LIGHT LUMINAIRES**  
**FOR**  
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Taylor D’Orta  
Buyer, Purchasing Dept.  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 30, 2025

## **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 LED Street Light Luminaires”

**2. DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department, from **9:00 A.M. on Monday, February 3, 2025, until 4:00 P.M. on Friday, February 21, 2025.**

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 be submitted in a sealed envelope clearly marked “Furnishing of LED Street Light Luminaires”, together with the name of the bidder.

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

**5. DELIVERY OF PROPOSALS**

Proposals 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:

Taylor D’Orta  
Buyer, Purchasing Dept.  
Inc. Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

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

**6. TAXES**

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

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

**7. BID SECURITY**

Not required.

**8. QUALIFICATIONS OF BIDDERS**

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

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

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

**9. INTERPRETATION OF DOCUMENTS**

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

**10. ADDENDUM**

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

**11. MODIFICATIONS**

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

**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. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

**18. RIGHT TO REJECT BIDS**

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

**19. EXECUTION**

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

**20. DELIVERY**

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

SPECIFICATION  
FOR  
LED STREET LIGHT LUMINAIRES

INC. VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
(Freeport Electric)

**Title:** Specification for LED Street Light Luminaires

**Application:** These LED Street Light Luminaires are intended for use within Freeport Electric's (FE) overhead street lighting system.

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## **Detailed Specification**

### **1 General**

This specification covers the purchase of LED Street Light Luminaires for a period of three (3) years with an option at the Village's discretion to extend the bid for up to one (1) additional year. Work covered under this section consists of furnishing US manufactured long-life, high-efficiency light emitting diode (LED) fixtures to completely execute the exterior lighting system as described in this specification.

### **2 Industry Standards**

- ANSI/NFPA 70, National Electrical Code
- IEEE C62.41, Guide on the Surge Environment in Low-Voltage (1000 V and Less) AC Power Circuits
- FCC 47 CFR Part 15, Federal Code Of Regulation (CFR) testing standard for electronic equipment
- IESNA LM-79, Electrical and Photometric Measurements of Solid-State Lighting Products
- IESNA LM-80, Approved Method for Measuring Lumen Maintenance of LED Light Sources
- UL1598, UL8750, Standard for Safety of Luminaires

and other applicable electrical standards.

### **3 Delivery, Storage and Handling**

- A. Deliver luminaires and components carefully to avoid breakage, bending and scoring finishes.
- B. Provide luminaires and accessories in original cartons, protected from weather.

**Roadway Luminaires**

- A. All luminaires and luminaire components, including, but not limited to, lamps, fuses, photo electric control devices, and housings, shall be new, unused, and of the manufacturer's latest design and model available at the time the Contract is awarded, unless otherwise specified by a FE Engineer. All Standard Equipment shall be provided. All necessary parts not mentioned, but needed for operation of the items specified shall be supplied.
- B. General Description: LED Luminaires shall have a slim, low profile design that minimizes wind load requirements. Fixture housing shall be constructed from high strength, lightweight bulk molding compound & rugged all aluminum components. LED drivers shall be mounted in the aluminum housing which shall be suitable for wet listed operation (per UL1598 requirements). A High-Performance aluminum heat-sink shall be specifically designed for LED 'Street Light' applications. Finish shall be silver and shall include an E-coat epoxy primer with an ultra-durable powder topcoat providing excellent resistance to corrosion and ultraviolet degradation and abrasion. Finish shall have a 10-year warranty.
- C. Luminaires shall be equipped with a ANSI C136.15-2015 compliant NEMA label.
- D. Luminaires shall be UL listed.
- E. All wiring shall be neat, bundled, and kept away from excess heat.
- F. Mechanical Specifications
  1. Luminaire housing components shall be A360 die-cast aluminum construction, with high performance heat sink(s) designed specifically for LED luminaires. No active cooling features (Fans, etc.) are permitted.
  2. Luminaire configuration shall allow for modular upgradability and/or field repair of all electrical components (i.e., LED modules, Driver(s), etc.).
  3. Fixture shall have phenolic terminal block for power input suitable for #2 - #14 AWG wire.
  4. Fixture shall be capable of mounting to mast arms from 1.66" to 2.375" outside diameter (O.D.).
  5. Fixture shall have an integral 2-axis t-level leveling bubble to facilitate proper installation.
  6. Fixtures shall have IP66 rated light engine which includes both optics & driver.
    - a. Fixture shall allow for tool-free access to all electrical components.
  7. Luminaire shall withstand 120 MPH wind gusts when mounted on a standard 8' aluminum mounting bracket arm without additional reinforcement.

8. Luminaire shall be certified to ANSI C136.31-2018, 3G bridge and overpass vibration standards.
9. Luminaire shall be designed to prevent intrusion by birds, insects and environmental contaminants.
10. Mounting and housing bolts shall be of non-corrosive material.
11. LED Light Engine shall be weatherproofed and meet the Minimum National Electrical Manufacturers Association (NEMA) Ingress Protection (IP) rating of 66.
12. Luminaire and finish shall be tested to pass salt fog test > 5,000 hours in accordance with ASTM B 117 with a scribe rating of 8 or better.
13. The luminaire shall incorporate a heavy-duty latching system to keep luminaire closed (no wire latches).
14. Fixture weight shall be less than 29 pounds and evenly distributed throughout the luminaire.
15. Luminaire performance must be adjustable in the field without the use of tools (field adjustable drive output).

#### G. Electrical Specifications

1. Driver requirements include:
  - a. Electronic
  - b. Input Voltage range 120-277  $\pm$ 10%
  - c. Input Frequency 50/60 Hz
  - d. Power Factor >90% at full load
  - e. THD <20% at full load
  - f. Output should be isolated
  - g. Case temperature: rated for -40°C through +80°C
  - h. Overheat protection, self-limited short circuit protection and overload protected
  - i. Primary fused
  - j. Driver Life Rating - less than 1% failure rate at 100,000 operating hours (at full rated power and operating ambient temperature of 25°C)
  - k. D4i certified
2. Luminaires to be provided with integral >10kV surge suppression protection standard (as tested in accordance with IEEE C62.41.2 and ANSI standard 62.41.2)
3. Luminaire Operating Ambient Range -40°C to +40°C.
4. Active Thermal Monitoring - driver shall have thermal sensors to detect over-temperature conditions and automatically dim fixture to prevent damage
5. Off-state power consumption shall be < 0.5 watts.
6. Fixture shall be available with zD4i certification and listed in the Zhaga Certified Products Database under Book-18.
7. DALI bus power should be turned on and luminaire information loaded in Memory banks 1 as per ANSI C137.4 (2021)

#### H. Standards and Tests

1. Fixture shall meet the requirements of the following standards and tests:
  - a. UL 1598, UL8750, safety standards.
  - b. ASTM B117 5000-hour Salt Fog.
  - c. ANSI C136.31 Vibration (bridge/overpass).
  - d. ANSI C137.4 Lighting Systems Interoperability of LED Drivers and Other Connected Devices Via the Digital Addressable Lighting Interface.
  - e. CISPR15 for radiated emissions and electrical noise.
  - f. FCC Title 47, Part 15/18.
  - g. International Dark Skies Association.
  - h. European Directive on Reduction of Hazardous Substances (RoHS).
  - i. IEEE C62.41.2 Category C-Medium Surge Protection.
2. Light Distribution: Bidder to submit certified photometric report per IESNA LM-79-08 from an NVLAP accredited lab. A source LM-79-08 file of the same optical distribution from an NVLAP accredited lab that is configured to the appropriate LED count, lumen output and/or drive current is also acceptable. Configured IES files must contain interpolated results that account for thermal, electrical power and resulting flux performance / efficacy changes.
3. Lumen Maintenance - Luminaire lumen depreciation data derived from Luminaire in-situ temperature measurement testing (i.e., LED chip package temperature (Ts) measurement obtained with the LED chip package operating in given luminaire and in a given stabilized ambient environment) under UL1598 environments and directly correlated to LED package manufacturers IESNA LM-80-08 data.
4. Calculated Luminaire Lumen Maintenance Factors (% @50,000 hours of operation and 10°C operating ambient) as follows:
  - a.  $\leq 115W$  greater than or equal to 90%
  - b.  $\leq 170W$  greater than or equal to 90%
5. Fixtures shall be tested by an NVLAP accredited lab and adhere to IESNA LM-79-08 method for the electrical and photometric measurements of solid-state lighting products.
6. Fixtures shall be tested and adhere to IESNA LM-80-08 IESNA approved method for measuring lumen maintenance of LED lighting sources.

#### I. Photometric Performance

1. Bidder must submit configured IES files for each Luminaire offered.
2. Correlated Color Temperature (CCT) and Color Rendering Index (CRI):
  - a. CCT = 3000K(+175K), 4000K + 300K
  - b. CRI  $\geq 80$  @ 3000K

#### J. Photoelectric Control Devices

1. American National Standards Institute (ANSI) NEMA 3 pin twist lock photo control receptacle in accordance with ANSI C136.41.

ANSI C136.41-2013 (or latest), American National Standard for Roadway and Area Lighting Equipment - Dimming Control between an External Locking Type Photocontrol and Ballast or Driver.

Controllers shall be integrated (mechanically and electrically connected) at Control Points:

-External to Luminaires, using a NEMA C136.41 standard twist-lock receptacle for both electrical and dimming control signal connectivity.

-Controllers shall be capable of actuating the status (ON state, OFF state) of Luminaires.

K. Factory Available Options:

1. Backlight Cut-Off Shielding
2. Front side Cut-Off Shielding
3. Left Side Cut-Off Shielding
4. Right Side Cut-Off Shielding
5. Cul-de-sac Cut-Off Shielding
6. All shielding options should be field installable without the use of tools

L. Warranty

1. All electrical components including, but not limited to, light emitting diodes and drivers shall be **STANDARD** warranted by the luminaire's manufacturer for a minimum of ten (10) years. Extended warranties not accepted. Fixture finish shall be warranted by the luminaire's manufacturer for a minimum of ten (10) years, and includes shipping costs to repair/replace defective fixtures.

**5**      **Delivery**

Items shall be delivered during regular working hours on low-boy trailer or trailers to Village of Freeport Electric Department Stores, 220 West Sunrise Highway, Freeport, N.Y., within seventy-five (75) calendar days after award of contract. FE reserves the right to purchase luminaires from outside vendor if bidder cannot deliver order within the above mentioned seventy-five (75) calendar days.

**6**      **Pricing**

The purchaser claims tax exemption on this material. Tax exemption certificate will be furnished by the Village of Freeport Purchasing Department. Bids shall include freight f.o.b. Freeport, N.Y. Bid prices shall be firm for forty-five (45) days after receipt of bids.

**7**      **Payment**

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

**8**      **Exceptions**

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

**9**      **Ordering Descriptions and Quantities to be Furnished on this Bid**

This bid covers the purchase of LED Street Light Luminaires for a period of three (3) years with an option at the Village's discretion to extend the bid for up to one (1) additional year. Estimated order quantities over the term of the contract are provided below. FE reserves the right to request items delivered in up to four (4) releases per year. Exact order quantities and releases will be provided by the purchase order.

**Item #1 – Quantity – 1000**

**LED Street Light Luminaire**

Mounting – Horizontal Tenon  
Optic – Type II Medium  
Input Power – 30 Watts\*  
CCT – 3000K  
Voltage – 120-277 VAC – 60 Hz  
Color – Grey  
CRI – 80

**Item #2 – Quantity – 500**

**LED Street Light Luminaire**

Mounting – Horizontal Tenon  
Optic – Type II Medium  
Input Power – 100 Watts\*  
CCT – 4000K  
Voltage – 120-277 VAC – 60 Hz  
Color – Grey  
CRI – 70 (minimum)

**Item #3 – Quantity – 100**

**LED Street Light Luminaire**

Mounting – Horizontal Tenon  
Optic – Type II Medium  
Input Power – 170 Watts\*  
CCT – 4000K

Voltage – 120-277 VAC – 60 Hz

Color – Grey

CRI – 70 (minimum)

\*Note: Nominal Wattage per ANSI C136.15-2015

**10      Bidders shall furnish their quotation and exceptions on Tables #1 and #2.**

**Note: Failure to utilize and submit REQUIRED FORMS AND TABLES will  
invalidate your bid.**

## FURNISHING OF LED STREET LIGHT LUMINAIRES

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**NOTES:**

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

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

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

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

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

**PROPOSAL - CONT'D**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REFERENCES**

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

1)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

2)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

3)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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



**TABLE #1 –VENDOR QUOTATION SUBMITTAL – LED FIXTURES  
TO BE SUBMITTED WITH BID DOCUMENTS**

**Item #1 - Quantity - 1000**

**LED Street Light Luminaire – 30 Watts**

UNIT PRICE      TOTAL PRICE      EXCEPTIONS & ALTERNATIVES

MANUFACTURER'S NAME

CATALOG #

COUNTRY OF ORIGIN

**Item #2 - Quantity – 500**

**LED Street Light Luminaire – 100 Watts**

UNIT PRICE      TOTAL PRICE      EXCEPTIONS & ALTERNATIVES

MANUFACTURER'S NAME

CATALOG #

COUNTRY OF ORIGIN

**Item #3 - Quantity – 100**

**LED Street Light Luminaire – 170 Watts**

UNIT PRICE      TOTAL PRICE      EXCEPTIONS & ALTERNATIVES

MANUFACTURER'S NAME

CATALOG #

COUNTRY OF ORIGIN

**NOTE: FAILURE TO PROVIDE THIS TABLE IN THE BID PACKAGE  
SUBMITTAL WILL INVALIDATE YOUR BID!**

**TABLE #2 – BIDDER COMPLIANCE WITH THIS SPECIFICATION**

Para. #	Comply Yes or No	Exception Description	Alternative Description
2			
3			
4A			
4B			
4C			
4D			
4E			
4F1			
4F2			
4F3			
4F4			
4F5			
4F6			
4F7			
4F8			
4F9			
4F10			
4F11			
4F12			
4F13			

4F14			
4F15			
4G1a			
4G1b			
4G1c			
4G1d			
4G1e			
4G1f			
4G1g			
4G1h			
4G1i			
4G1j			
4G1k			
4G2			
4G3			
4G4			
4G5			
4G6			
4G7			
4H1a			
4H1b			
4H1c			
4H1d			

4H1e			
4H1f			
4H1g			
4H1h			
4H1i			
4H2			
4H3			
4H4			
4H5			
4H6			
4I1			
4I2			
4J			
4K			
4L			
<b>5</b>			
6			
<b>7</b>			
8			
9			

**NOTE: FAILURE TO PROVIDE THIS TABLE IN THE BID PACKAGE SUBMITTAL WILL INVALIDATE YOUR BID!**

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

**Date:** January 10, 2025  
**To:** Mayor Robert T. Kennedy  
**From:** Eric Rosmarin, Superintendent of Electric Utilities  
**Re:** Manual Contact/Stray Voltage Testing – RFP #23-02-ELEC-647  
Reconn Holdings, LLC - Agreement Extension

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

On February 27, 2023, the Board awarded the contract to perform these services to Reconn Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716 for a cost of \$60,792.45 per year for a term of two years, with the option to extend the contract for two one year terms. The cost for the first one-year extension is \$63,224.15 (a 4% increase). The Utility is satisfied with the services performed by Reconn Holdings, LLC, and would like to exercise the option to extend the contract for another year.

Therefore, it is the recommendation of the Superintendent of Electric Utilities to the Mayor and the Board of Trustees that Reconn Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716 continue to perform manual contact/stray voltage testing services for the Utility for a cost of \$63,224.15 for the term running from March 1, 2025 to February 28, 2026. This expense will be charged to E7414600 57400 (Stray Voltage). There are sufficient funds available for this expense.

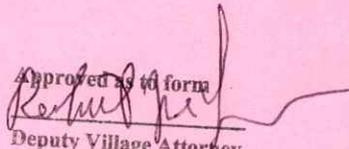


Eric Rosmarin  
Superintendent of Electric Utilities

ER:db

Attachments

Cc Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Alvin McDaniel, Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on February 27, 2023, the Board awarded the contract for “Manual Contact/Stray Voltage Testing”, RFP #23-02-ELEC-647 to Reconn Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716 for a cost of \$60,792.45 annually for the first two-year contract running from March 1, 2023 through February 28, 2025, with an option for an additional two one-year extensions; and

**WHEREAS**, the Utility is satisfied with the services performed by Reconn Holdings, LLC, and would like to exercise the option to extend the contract for another year; and

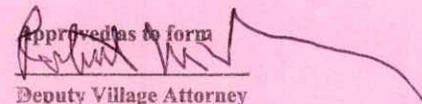
**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval for the first (1) one-year contract extension with Reconn Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716, for a cost of \$63,224.15 (a 4% increase), for a term from March 1, 2025 to February 28, 2026; and

**WHEREAS**, this expense will be charged to E7414600 57400 (Stray Voltage), and there are sufficient funds for this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to approve the first (1) one-year contract extension for the “Manual Contact/Stray Voltage Testing”, RFP #23-02-ELEC-647, with Reconn Holdings, LLC, 1500 Ocean Avenue, Suite A, Bohemia, New York 11716, for a cost of \$63,224.15 for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities March 1, 2023  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 27, 2023:

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

**AGREEMENT AMENDMENT 1**

**INCORPORATED VILLAGE OF FREEPORT  
AND  
RECONN HOLDINGS, LLC**

---

This Agreement extends the manual contact/stray voltage testing services agreement, due to terminate on February 28, 2025, between the Inc. Village of Freeport ("IVF"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 and Reconn Holdings, LLC (RECONN), with offices located at 1500 Ocean Avenue, Suite A, Bohemia, NY 11716 to February 28, 2026.

On the basis of the scope of services relating to the consulting agreement for stray voltage/manual contact as outlined in the March 1, 2023 Agreement, for the term of the extension the total amount to be paid for services shall not exceed \$63,224.15 (the amount RECONN proposed for Year 1 Extension).

All other terms and conditions of the Agreement shall remain in full force and effect.

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

**INC. VILLAGE OF FREEPORT**

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

**ROBERT T. KENNEDY, MAYOR**

**RECONN HOLDINGS, LLC**

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

*Vincent Marchese III*  
**VINCENT MARCHESE III, VICE PRESIDENT**

Approved as to form  
*Robert M. [Signature]*  
Deputy Village Attorney

# **INCORPORATED VILLAGE OF FREEPORT**

*INTER-DEPARTMENT CORRESPONDENCE*

**Date:** January 17, 2025

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Consulting Services – Grove Climate Group, LLC

---

Attached is a consulting agreement for Grove Climate Group, LLC (Grove) to continue to provide federal consulting services related to climate and clean energy matters. The Village of Freeport is a member of the New York Association of Public Power (NYAPP). Grove will be providing advice on climate and clean energy concerns to NYAPP. The Village will be paying Grove directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. The cost of these services remain the same.

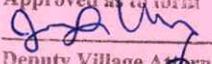
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve an environmental consulting contract with Grove Climate Group, LLC located at 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for a term of one year effective March 1, 2025 for the not to exceed cost of \$18,330.00. These services will be charged to E7852140 578100 (NYAPP). Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement.



Eric Rosmarin  
Superintendent of Electric Utilities

ER:db  
Attachment

Cc Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Alvin McDaniel, Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval to enter into a Consulting Agreement to continue to provide federal consulting services related to climate and clean energy concerns to the New York Association of Public Power (NYAPP); and

**WHEREAS**, the Village of Freeport is a member of NYAPP; and

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

**WHEREAS**, Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters; and

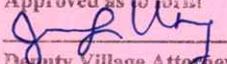
**WHEREAS**, Grove Climate Group, LLC, is an independent contractor ready, willing and able to provide services to the Village for a term from March 1, 2025 to February 28, 2026, for a not-to-exceed cost of \$18,330.00; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a Consulting Agreement with Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for term from March 1, 2025 to February 28, 2026, for a not-to-exceed cost of \$18,330.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Anthony Fiore, Acting Superintendent of Electric Utilities May 21, 2024

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 20, 2024:

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

**WHEREAS**, the Acting Superintendent of Electric Utilities is requesting Board approval to enter into a Consulting Agreement to continue to provide federal consulting services related to climate and clean energy concerns to the New York Association of Public Power (NYAPP); and

**WHEREAS**, the Village of Freeport is a member of NYAPP; and

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

**WHEREAS**, Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters; and

**WHEREAS**, Grove Climate Group, LLC, is an independent contractor ready, willing and able to provide services to the Village for a retroactive term from March 1, 2024 to February 28, 2025, for a not-to-exceed cost of \$18,330.00; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a Consulting Agreement with Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for a retroactive term from March 1, 2024 to February 28, 2025, for a not-to-exceed cost of \$18,330.00.

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

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**GROVE CLIMATE GROUP, LLC**

**MARCH 1, 2025 - FEBRUARY 28, 2026**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and GROVE CLIMATE GROUP, LLC, with an office located at 104R NC Highway 54 Bypass #241, Carrboro, NC 27510 (hereinafter referred to as "GROVE"):

### WITNESSETH:

WHEREAS, GROVE has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters;

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

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

### TERMS AND CONDITIONS

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

1. *Contract.*

IVF hereby contracts with GROVE as an independent contractor, and GROVE hereby accepts contract based upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate GROVE for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by GROVE under this Agreement, the IVF shall pay GROVE a fee not to exceed \$18,330.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

GROVE shall provide federal consulting services related to climate and clean energy matters for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

GROVE shall devote such time, attention and energies to the IVF as is required. GROVE shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that GROVE shall not disclose any information, IVF documents and/or other information given to or acquired by GROVE in the course of performing its duties.

6. *Expenses.*

GROVE is authorized to incur reasonable expenses related to GROVE's performance of the aforesaid duties. The IVF will reimburse GROVE for all reasonable expenses authorized by the IVF upon the presentation by GROVE, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. GROVE agrees to submit, on or before the first day of each month, an invoice for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

GROVE acknowledges and agrees that this contract shall not give or extend to GROVE or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to GROVE under the terms of this Agreement. Moreover, GROVE will hold the IVF harmless for any automobile liability that may occur on IVF property. GROVE further acknowledges and agrees that GROVE will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

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

9. *Assignment.*

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

10. *Notices.*

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

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, NY 11520

GROVE CLIMATE GROUP, LLC  
104R NC Highway 54 Bypass #241  
Carrboro, NC 27510

11. *Confidentiality.*

GROVE will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Disclosure.*

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

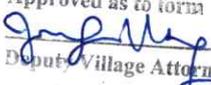
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**INCORPORATED VILLAGE OF FREEPORT**

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

**GROVE CLIMATE GROUP, LLC**

BY:  \_\_\_\_\_  
CLINTON BRITT, PRESIDENT

Approved as to form  
  
Deputy Village Attorney

# **INCORPORATED VILLAGE OF FREEPORT**

*INTER-DEPARTMENT CORRESPONDENCE*

**Date:** January 17, 2025

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Consulting Services – Whitfield Russell Associates

---

Attached is a consulting agreement for Whitfield Russell Associates (WRA) to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP). The Village of Freeport is a member of NYAPP. The Village will be paying WRA directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. The cost of these services will remain the same.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve an electric utility consulting services agreement with Whitfield Russell Associates, located 4232 King Street, Alexandria, VA 22302, effective March 1, 2025 through February 28, 2026 for the not to exceed cost of \$18,000.00. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. These services will be charged to E7852140 578100 (NYAPP).

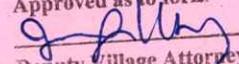


Eric Rosmarin  
Superintendent of Electric Utilities

ER:db

Attachment

Cc Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Alvin McDaniel, Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport requires a consultant for services to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP); and

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

**WHEREAS**, the Village is requesting to enter into a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a term from March 1, 2025 through February 28, 2026, for a not-to-exceed cost of \$18,000.00; and

**WHEREAS**, WRA has certain unique skills, abilities and expertise that will be useful to the Village, in particular electric utility consulting services related to such matters like bulk power market transactions and transmission planning; and

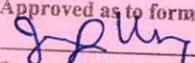
**WHEREAS**, the Village will be paying WRA directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a term from March 1, 2025 through February 28, 2026, for a not-to-exceed cost of \$18,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Eric Rosmarin, Superintendent of Electric Utilities June 18, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 17, 2024:

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

**WHEREAS**, the Village of Freeport requires a consultant for services to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP); and

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

**WHEREAS**, the Village is requesting to enter into a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a retroactive term to March 1, 2024 through February 28, 2025, for a not-to-exceed cost of \$18,000.00; and

**WHEREAS**, WRA has certain unique skills, abilities and expertise that will be useful to the Village, in particular electric utility consulting services related to such matters like bulk power market transactions and transmission planning; and

**WHEREAS**, the Village will be paying WRA directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW, THEREFORE, BE IT RESOLVED**, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a retroactive term to March 1, 2024 through February 28, 2025, for a not-to-exceed cost of \$18,000.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Excused
Trustee Martinez	In Favor

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**WHITFIELD RUSSELL ASSOCIATES**

**MARCH 1, 2025 - FEBRUARY 28, 2026**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and WHITFIELD RUSSELL ASSOCIATES, with an office located at 4232 King Street, Alexandria, VA 22302 (hereinafter referred to as "WRA"):

### WITNESSETH:

WHEREAS, WRA has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular electric utility consulting services related to such matters like bulk power market transactions and transmission planning;

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

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

### TERMS AND CONDITIONS

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

1. *Contract.*

IVF hereby contracts with WRA as an independent contractor, and WRA hereby accepts contract based upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate WRA for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by WRA under this Agreement, the IVF shall pay WRA a fee not to exceed \$18,000.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

On an as needed basis, WRA shall provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations, marketing and regulation for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

WRA shall devote such time, attention and energies to the IVF as is required. WRA shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that WRA shall not disclose IVF documents and/or other IVF information acquired from IVF by WRA in the course of performing its duties unless the disclosures of IVF documents/information is required to perform its duties under this Agreement.

6. *Expenses.*

WRA is authorized to incur reasonable expenses related to WRA's performance of the aforesaid duties. The IVF will reimburse WRA for all reasonable expenses authorized by the IVF upon the presentation by WRA, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. WRA agrees to submit, on or before the 5<sup>th</sup> day of each month, an invoice for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

WRA acknowledges and agrees that this contract shall not give or extend to WRA or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to WRA under the terms of this Agreement. Moreover, WRA will hold the IVF harmless for any automobile liability that may occur on IVF property. WRA further acknowledges and agrees that WRA will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

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

9. *Assignment.*

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

10. *Notices.*

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

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, NY 11520

WHITFIELD RUSSELL ASSOCIATES  
4232 King Street  
Alexandria, VA 22302

11. *Confidentiality.*

WRA will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Disclosure.*

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

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

**INCORPORATED VILLAGE OF FREEPORT**

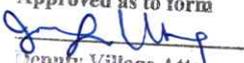
BY:

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

**WHITFIELD RUSSELL ASSOCIATES**

BY:

  
\_\_\_\_\_  
**ANTOINE A. GAMARRA, MANAGING PARTNER**

Approved as to form  
  
Deputy Village Attorney

**FREEPORT FIRE DEPARTMENT**

**15 BROADWAY**

**FREEPORT, NEW YORK 11520**

January 22, 2025

Hon. Mayor Robert T. Kennedy and Board of Trustees  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

Please be advised that the following new members have been approved by the Freeport Fire Council into the Freeport Fire Department subject to the approval of the Board of Trustees:

**James Drayton – Truck Co. #1**

**Jovani Duran – Hose Co. #1**

Thank you for your courtesy and consideration herein.

Very truly yours,

*Jerry Cardoso*

Jerry Cardoso  
Secretary to the Fire Council  
Freeport Fire Department

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

---

To: Mayor Robert T. Kennedy

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

Date: January 13, 2025

---

**Re: 2025 ANNUAL CURB AND SIDEWALK CONTRACT**

Our Annual Curb and Sidewalk Contract expires on February 28, 2025. Therefore, it is necessary to bid this requirement contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This program provides contractual unit prices for the repair of concrete curb and concrete sidewalk. The current contract has an approximate annual cost of **\$230,000.00**. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2025 and ending February 28, 2026, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Leader, and other related publications on January 30, 2025. Bid documents will be available from February 3, 2025 through February 14, 2025. Bids will have a returnable date of February 18, 2025 with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village's Annual Curb and Sidewalk Contract expires on February 28, 2025; and

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

**WHEREAS**, this program provides the contractual unit prices for the repair of concrete curb and concrete sidewalk; and

**WHEREAS**, the current contract has an approximate annual cost of \$230,000; and

**WHEREAS**, the contract will be for a term of one (1) year beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the "2025 Annual Curb and Sidewalk Contract" in the Freeport Herald and other relevant publications of general circulation on January 30, 2025, with bid documents available from February 3, 2025 through February 14, 2025, with a return date of February 18, 2025, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## NOTICE TO BIDDERS

### 2025 ANNUAL CURB AND SIDEWALK CONTRACT

FOR

### THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

### 2025 ANNUAL CURB AND SIDEWALK CONTRACT

until 11:00 A.M. on Tuesday, February 18, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on Monday, February 3, 2025 until 4:00 P.M. Friday, February 14, 2025**. There is no charge for the bid documents.

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

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

Taylor D'Orta  
Buyer  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 30, 2025  
Freeport Herald

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

---

To: Mayor Robert T. Kennedy

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

Date: January 13, 2025

---

**RE: 2025 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE**

Our existing solid waste disposal contract expires on February 28, 2025. Therefore, it is requested that we be authorized to advertise the above-referenced contract for bids. This contract provides contractual unit prices for the disposal of Solid Waste. The current contract has an approximate annual cost of \$1,800,000.00 and funding for the disposal is included in Refuse Account A816004 564600. The contract will be for a term of four-years beginning March 1, 2025, with an option for two, two-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Leader, and other related publications on January 30, 2025. Bid documents will be available from February 3, 2025 through February 14, 2025. Bids will have a returnable date of February 18, 2025 with bids scheduled to be opened at 11:00 am.

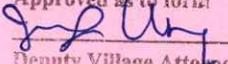
A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Encl.

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village's current contract for the collection of municipal solid waste and recyclable materials is set to expire on February 28, 2025; and

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

**WHEREAS**, the current contract has an approximate annual cost of \$1,800,000; and

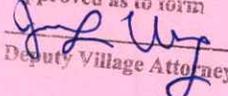
**WHEREAS**, the contract will be for a term of four (4) years beginning March 1, 2025, and ending February 28, 2029, with an option for two (2), two-year extensions if mutually accepted; and

**WHEREAS**, funding for the disposal is included in Refuse Account A816004 564600; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2025 Disposal Services for Municipal Solid Waste" in the Freeport Leader and other relevant publications of general circulation on January 30, 2025, with specifications available from February 3, 2025 through February 14, 2025, with a return date of February 18, 2025, with bids scheduled to be opened at 11am.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## NOTICE TO BIDDERS

### 2025 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE FOR

#### THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

#### “2025 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE”

until 11:00 A.M. on Tuesday, **February 18, 2025** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. from Monday, February 3, 2025 until 4:00 P.M. Friday, February 14, 2025**. There is no charge for the bid documents.

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

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

Taylor D’Orta  
Buyer  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 30, 2025  
Freeport Herald

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

---

To: Mayor Robert Kennedy

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

Date: January 22, 2025

---

**RE: DISPOSAL OF INORGANIC MATERIALS 2025**

Ten bids were distributed and two (2) bids were received on January 7, 2025 for the referenced contract. This contract provides contractual unit prices for the legal disposal of inorganic materials such as street sweepings, fill, concrete and asphalt.

Bids ranged from a high bid of \$560,625.00 to a low bid of \$298,200.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this contract is provided for in the 2025-2026 fiscal budget (A816004 546400).

Winter Bros. Recycling, 120 Nancy Street, West Babylon, N.Y. 11704 was the lowest qualifying bidder in the amount of \$298,200.00 for this contract.

Accordingly, it is recommended that the contract, **DISPOSAL OF INORGANIC MATERIALS 2025** be awarded to the lowest qualified bidder,

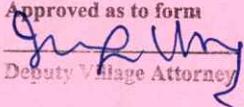
Winter Bros. Recycling  
120 Nancy Street  
West Babylon, N.Y. 11704

in the amount of \$298,200.00 for this contract. The contract will be for a term of one year beginning March 1, 2025 and ends February 28, 2026, with an option for two one-year extensions if mutually accepted.



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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Board authorized the Village Clerk to publish a Notice to Bidders for the “Disposal of Inorganic Materials 2025”; and

**WHEREAS**, ten (10) bids were distributed and two (2) bids were received on January 7, 2025 for the referenced contract; and

**WHEREAS**, the bids ranged from a high bid of \$560,625.00 to a low bid of \$298,200.00; and

**WHEREAS**, the lowest and responsible bidder was submitted by Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York, 11704, in the amount of \$298,200.00; and

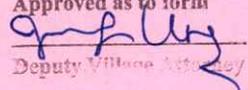
**WHEREAS**, the contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, funding for this contract is provided for in the 2025-2026 fiscal budget (A816004 546400); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to award the “Disposal of Inorganic Materials 2025” to Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York, 11704, in the amount of \$298,200.00 for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: DISPOSAL OF INORGANIC MATERIALS 2025

BID

DATE: January 7, 2025

WINTER BROS. RECYCLING  
120 NANCY STREET  
WEST BABYLON, NY 11704

S. & M. PROMPT RUBBISH REMOVAL SERVICE  
425 W. SUNRISE HIGHWAY  
FREEPORT, NY 11520

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT	TOTAL COST	UNIT PRICE	TOTAL COST
1	STREET SWEEPINGS	TON	1,000	\$ 101.70	\$ 101,700.00	\$ 195.00	\$ 195,000.00
2	MIXED CONCRETE & ASPHALT	TON	400	\$ 60.00	\$ 24,000.00	\$ 195.00	\$ 78,000.00
3	FILL/SOIL	TON	75	\$ 60.00	\$ 4,500.00	\$ 195.00	\$ 14,625.00
4	CONSTRUCTION AND DEMOLITION (C&D) DEBRIS	TON	1,400	\$ 120.00	\$ 168,000.00	\$ 195.00	\$ 273,000.00
<b>TOTALS</b>					\$ 298,200.00		\$ 560,625.00

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

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To: Mayor Robert T. Kennedy

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

Date: January 22, 2025

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**Re: 2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET)  
FOR FREEPORT VILLAGE POOLS**

Five (5) bids were distributed and one (1) bid was received on January 7, 2025 for the referenced purchase contract. This contract provides a contractual unit price for Calcium Hypochlorite (Chlorine) for the disinfection of Randall Park Pool, Martin Luther King Pool and the Recreation Center Pools.

We have reviewed and checked the bid and find it in good order. Attached is a copy of the bid tabulation for your use. Funding for this will come out of the annual fiscal budget for the Village Recreation Center, budget line A714004 541100.

**Commercial Clearwater, 351 Westbury Avenue, Carl Place, NY 11514**, is the sole bidder in the amount of \$119,400.00 for this purchase contract. Commercial Clearwater has been in contract with the Village to supply Calcium Hypochlorite since 2010. Attached is a copy of the bid tabulation for your use.

Accordingly, it is recommended that the contract, **2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET) FOR FREEPORT VILLAGE POOLS**, be awarded to,

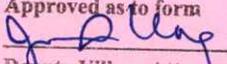
**Commercial Clearwater  
351 Westbury Avenue  
Carl Place, NY 11514**

in the amount of \$119,400.00 for this contract total bid. The contract will be for a term of one year beginning on March 1, 2025, with an option for two one-year extensions if mutually accepted.



---

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport has solicited a Notice to Bidders for the “2025 Furnishing Calcium Hypochlorite (Tablet) for Freeport Village Pools”; and

**WHEREAS**, five (5) bids were distributed and one (1) bid was received on January 7, 2025 for the referenced purchase contract; and

**WHEREAS**, the sole responsible bidder was submitted by Commercial Clearwater, 351 Westbury Avenue, Carl Place, New York, 11514, in the amount of \$119,400.00; and

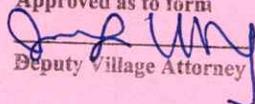
**WHEREAS**, the contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, funding for this will come out of the annual fiscal budget for the Village Recreation Center, budget line A714004 541100; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to award the “2025 Furnishing Calcium Hypochlorite (Tablet) for Freeport Village Pools” to Commercial Clearwater, 351 Westbury Avenue, Carl Place, New York, 11514, in the amount of \$119,400.00 for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION**

**PROJECT: 2025 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)  
FOR FREEPORT VILLAGE POOLS**

**BID DATE: JANUARY 7, 2025**

**Commercial Clearwater  
351 Westbury Ave  
Carle Place, NY 11514**

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL COST
1	Calcium Hypochlorite (tablet) for Village Pools.	(50 lb. containers)	600	\$199.00	\$119,400.00
	<b>TOTAL:</b>				\$119,400.00

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

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To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: January 22, 2025

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**RE: FURNISHING OF ONE (1) NEW HEAVY DUTY PLOW TRUCK**

Five bids were distributed and two (2) bids were received on January 22, 2025 for the referenced purchase contract. **Gabrielli Truck Sales, 181-25 Eastern Road, Jamaica, New York 11430** was the low bidder in the amount of \$323,300.00.

Funding for this purchase will come from the bond resolution authorized on February 26, 2024 in the amount of \$288,750.00 as well as the general fund, account A514204 540800 for the purchase of a heavy duty plow truck for the Department of Public Works.

Accordingly, it is recommended that the contract, **FURNISHING OF ONE (1) NEW HEAVY DUTY PLOW TRUCK** be awarded to,

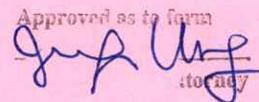
**Gabrielli Truck Sales**  
**181-25 Eastern Road**  
**Jamaica, New York 11430**

in the amount of \$323,300.00 for this contract total bid.



---

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

Approved as to form  
  
1/23/25

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

**WHEREAS**, the Village of Freeport has solicited a Notice to Bidders for the “Furnishing of One (1) New Heavy Duty Plow Truck”; and

**WHEREAS**, five (5) bids were distributed and two (2) bids were received on January 22, 2025, for the referenced purchase contract; and

**WHEREAS**, the low responsible bidder was submitted by Gabrielli Truck Sales, 181-25 Eastern Road, Jamaica, New York, 11430, in the amount of \$323,300.00; and

**WHEREAS**, funding for this purchase will come from the bond resolution authorized on February 26, 2024, in the amount of \$288,750.00 as well as the general fund, account A514204 540800, for the purchase of a heavy duty plow truck for the Department of Public Works; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to approve the purchase for the “Furnishing of One (1) New Heavy Duty Plow Truck” from Gabrielli Truck Sales, 181-25 Eastern Road, Jamaica, New York, 11430, in the amount of \$323,300.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

5 PICKED UP

**BID TABULATION**

25-01-PBWK-728

**Furnishing of One (1) New Heavy Duty Plow Truck**

**VILLAGE OF FREEPORT**

**BID RETURNABLE: 1/22/25**

**DEPT: PUBLIC WORKS**

**TIME: 11:00AM**

<b>VENDOR</b>	<b>RANK</b>	<b>BID</b>	<b>BID BOND</b>
Gabrielli Truck Sales 181-25 Eastern Road Jamaica, New York 11430	1	\$323,300.00	N/A
Cliffside Body Corporation 130 Broad Avenue Fairview, New Jersey 07022	2	\$327,872.00	N/A

**BIDS FORWARDED TO PUBLIC WORKS FOR REVIEW**

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

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To: Mayor Robert T. Kennedy

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

Date: January 22, 2025

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**Re: 2025 ANNUAL TREE REMOVAL CONTRACT**

Thirty (30) bids were distributed and seven (7) bids were received on January 7, 2025 for the referenced contract, which provides for itemized pricing for curbside tree removal. Bids ranged from a high bid of \$337,715.00 to a low bid of \$64,169.00. Attached is a copy of the bid tabulation for your review.

This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2025, with an option for two one-year extensions if mutually accepted.

The lowest bid was submitted by 4TS Premier Land Services, 8 Eagle Circle, Bohemia, N.Y. 11716 in the amount of \$64,169.00.

Accordingly, it is recommended that the contract,

**2025 TREE REMOVAL CONTRACT**

be awarded to the lowest responsible bidder,

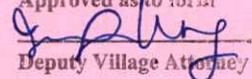
4TS Premier Land Services, 8 Eagle Circle, Bohemia, N.Y. 11716

in the amount of \$64,169.00 for this contract total bid.



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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport has solicited a Notice to Bidders for the “2025 Annual Tree Removal Contract”; and

**WHEREAS**, thirty (30) bids were distributed and seven (7) bids were received on January 7, 2025, for the referenced contract, which provides for itemized pricing for curbside tree removal; and

**WHEREAS**, the bids ranged from a high bid of \$337,715.00 to a low bid of \$64,169.00; and

**WHEREAS**, the lowest and responsible bidder was submitted by 4TS Premier Land Services, 8 Eagle Circle, Bohemia, New York, 11716, in the amount of \$64,169.00; and

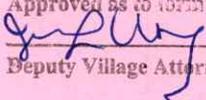
**WHEREAS**, the contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to award the “2025 Annual Tree Removal Contract” to 4TS Premier Land Services, 8 Eagle Circle, Bohemia, New York, 11716, in the amount of \$64,169.00 for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: 2025 TREE REMOVAL CONTRACT

BID DATE: JANUARY 7, 2025

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
IAX-SS	TREE REMOVAL OVER 4" UP TO AND INCLUDING 12" DIAMETER	EA	6	\$ 300.00	\$ 1,800.00	\$ 225.00	\$ 1,350.00	\$ 540.00	\$ 3,240.00
IBX-SS	TREE REMOVAL OVER 12" UP TO AND INCLUDING 18" DIAMETER	EA	32	\$ 490.00	\$ 15,680.00	\$ 675.00	\$ 21,600.00	\$ 850.00	\$ 27,200.00
ICX-SS	TREE REMOVAL OVER 18" UP TO AND INCLUDING 24" DIAMETER	EA	20	\$ 985.00	\$ 19,700.00	\$ 1,150.00	\$ 23,000.00	\$ 960.00	\$ 19,200.00
IDX-SS	TREE REMOVAL OVER 24" UP TO AND INCLUDING 32" DIAMETER	EA	8	\$ 1,290.00	\$ 10,320.00	\$ 1,260.00	\$ 10,080.00	\$ 1,200.00	\$ 9,600.00
IEX-SS	TREE REMOVAL OVER 32" UP TO AND INCLUDING 48" DIAMETER	EA	6	\$ 1,945.00	\$ 11,670.00	\$ 2,650.00	\$ 15,900.00	\$ 1,500.00	\$ 9,000.00
IGX-SS	STUMP REMOVAL	EA	16	\$ 174.00	\$ 2,784.00	\$ 180.00	\$ 2,880.00	\$ 500.00	\$ 8,000.00
<b>TOTALS</b>					\$ 64,169.00		\$ 79,310.00		\$ 79,610.00

4TS PREMIER LAND SERVICES  
8 EAGLE CIRCLE  
BOHEMIA, NY 11716

GREENLEAF LANDSCAPING  
3330 PARK AVENUE  
2ND FLOOR SUITE 3  
BELLMORE, NY 11710

RED MAPLE TREE SERVICES CORP  
30 INDEPENDENCE AVENUE  
FREEPORT, NY 11520

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: 2025 TREE REMOVAL CONTRACT

BID DATE: JANUARY 7, 2025

QUINTAL CONTRACTING CORP 359 MAIN STREET SUITE 1B ISLIP, NY 11750	FRANK SUPPA LANDSCAPING 2530 STEWART AVENUE WESTBURY, NY 11590
DOW'S LAWNMAKER INC 101 HARBOR ROAD PORT WASHINGTON, NY 11050	

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE		TOTAL COST		UNIT PRICE		TOTAL COST	
				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL		
IAX-SS	TREE REMOVAL OVER 4" UP TO AND INCLUDING 12" DIAMETE	EA	6	\$ 425.00	\$ 2,550.00	\$ 375.00	\$ 2,250.00	\$ 1,040.00	\$ 6,240.00		
IBX-SS	TREE REMOVAL OVER 12" UP TO AND INCLUDING 18" DIAMETE	EA	32	\$ 695.00	\$ 22,240.00	\$ 1,175.00	\$ 37,600.00	\$ 1,657.00	\$ 53,024.00		
ICX-SS	TREE REMOVAL OVER 18" UP TO AND INCLUDING 24" DIAMETE	EA	20	\$ 1,300.00	\$ 26,000.00	\$ 1,775.00	\$ 35,500.00	\$ 2,502.50	\$ 50,050.00		
IDX-SS	TREE REMOVAL OVER 24" UP TO AND INCLUDING 32" DIAMETE	EA	8	\$ 2,100.00	\$ 16,800.00	\$ 3,075.00	\$ 24,600.00	\$ 3,315.00	\$ 26,520.00		
IEX-SS	TREE REMOVAL OVER 32" UP TO AND INCLUDING 48" DIAMETE	EA	6	\$ 2,985.00	\$ 17,910.00	\$ 3,375.00	\$ 20,250.00	\$ 5,346.25	\$ 32,077.50		
IFX-SS	TREE REMOVAL OVER 48"	EA	1	\$ 5,300.00	\$ 5,300.00	\$ 5,575.00	\$ 5,575.00	\$ 6,630.00	\$ 6,630.00		
IGX-SS	STUMP REMOVAL	EA	16	\$ 535.00	\$ 8,560.00	\$ 655.00	\$ 10,480.00	\$ 500.00	\$ 8,000.00		
<b>TOTALS</b>					\$ 99,360.00		\$ 136,255.00		\$ 182,541.50		

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: 2025 TREE REMOVAL CONTRACT

BID DATE: JANUARY 7, 2025

THE DAVEY TREE EXPERT COMPANY  
200 MILLER PLACE  
HICKSVILLE, NY 11801

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST
IAX-SS	TREE REMOVAL OVER 4" UP TO AND INCLUDING 12" DIAMETE	EA	6	\$ 2,295.00	\$ 13,770.00
IBX-SS	TREE REMOVAL OVER 12" UP TO AND INCLUDING 18" DIAMETE	EA	32	\$ 3,060.00	\$ 97,920.00
ICX-SS	TREE REMOVAL OVER 18" UP TO AND INCLUDING 24" DIAMETE	EA	20	\$ 5,355.00	\$ 107,100.00
IDX-SS	TREE REMOVAL OVER 24" UP TO AND INCLUDING 32" DIAMETE	EA	8	\$ 6,885.00	\$ 55,080.00
IEX-SS	TREE REMOVAL OVER 32" UP TO AND INCLUDING 48" DIAMETE	EA	6	\$ 7,650.00	\$ 45,900.00
IFX-SS	TREE REMOVAL OVER 48"	EA	1	\$ 9,945.00	\$ 9,945.00
IGX-SS	STUMP REMOVAL	EA	16	\$ 500.00	\$ 8,000.00
<b>TOTALS</b>					<b>\$ 337,715.00</b>

INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT

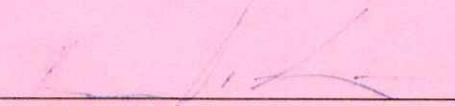
To: Mayor Kennedy  
From: Howard E. Colton, Village Attorney  
Date: January 22, 2025  
Re: Schedule a Public Hearing on February 10, 2025  
Stearns Park Civic Association

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Our office requests that a public hearing be scheduled to consider the applications submitted by the Stearns Park Civic Association to designate the following pillars as Landmarks:

- The Pillar located at 479 Pennsylvania Avenue, Freeport, NY
- The Pillar located at 171 Prince Avenue, Freeport, NY
- The Pillar located at 172 Prince Avenue, Freeport, NY

If this meets with your approval, please place this item on the Board of Trustees Agenda for a Public Hearing on February 10, 2025, at 5:30 PM.

  
Howard E. Colton  
Village Attorney

## NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10<sup>th</sup> day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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 10<sup>th</sup> day of February 2025 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 27<sup>th</sup> day of January 2025.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
January 27, 2025

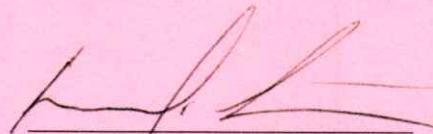
**INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT  
OFFICE OF THE VILLAGE ATTORNEY**

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Howard E. Colton, Village Attorney  
**DATE:** January 22, 2025  
**RE:** **Todd Shapiro & Associates Contract Renewal**

---

The Village Attorney's Office is requesting Board approval for the contract renewal between the Incorporated Village of Freeport and Todd Shapiro & Associates (TSA) that was initially approved by the Board on February 25, 2019. Per the terms of this agreement, TSA will provide public relations services which include a significant stream of timely media placements that would include newspaper articles, magazine features, television spots, radio interviews by leveraging their rests and media contacts. The Village Attorney's Office expect TSA to further proliferate a positive image of Freeport's economy, safety, tourism, real estate, and quality of life. This contract shall be cancelable upon thirty (30) days written notice, for any reason. Assignments are not permitted without express written consent of Mayor Robert Kennedy on behalf of the Incorporated Village of Freeport.

Therefore, it is the recommendation of the Village Attorney's Office to the Mayor and the Board of Trustees that the Village maintain its ongoing business relationship with Todd Shapiro & Associates, 600 Old Country Road; Suite 519, Garden City, New York 11530, for a contract term from March 1, 2025 to February 28, 2026 fiscal year, for a not-to-exceed amount of \$42,000.00; \$3,500.00 paid monthly (no increase from the prior contract), and that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. TSA will continue to be charged to the accounts: A641004-545700, E7820000 578100, and WE90104 554500. There are sufficient funds available to cover this expense.



Howard E. Colton  
Village Attorney

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

**WHEREAS**, the Village of Freeport is in need of Public Relations services to increase Village presence in local media; and

**WHEREAS**, Todd Shapiro Associates, 600 Old Country Road, Suite 519, Garden City, New York, 11530 is a company equipped to provide these personal services; and

**WHEREAS**, Todd Shapiro Associates would provide opportunities for print, broadcast and internet media to highlight the dynamic community that the Village is; and

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

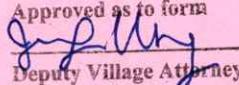
**WHEREAS**, the fee to retain Todd Shapiro Associates is \$3,500 per month for a not-to-exceed cost of \$42,000.00 (no increase from the prior contract) plus expenses and will be charged to the following accounts: A641004 545700, E7820000 578100, and WE90104 554500 and there are sufficient funds to cover said cost; and

**WHEREAS**, the agreement will commence March 1, 2025 through February 28, 2026; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approves and the Mayor be and hereby is authorized to execute a professional services agreement with Todd Shapiro Associates, 600 Old Country Road, Suite 519, Garden City, New York, 11530 for a fee of \$3,500 per month for a not-to-exceed cost of \$42,000.00, plus expenses, for a term from March 1, 2025 through February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

January 22, 2025

Mr. Howard E. Colton  
Village Attorney  
Inc. Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

Dear Mr. Colton:

We are pleased to confirm our agreement under which Inc. Village of Freeport will retain Todd S. Shapiro Associates, Inc. as your public relations counsel beginning March 1, 2025 and ending February 28, 2026 at a monthly fee of \$3,500.

It is also understood that you will pay any out-of-pocket expenses, which may include postage, copying, messengers, photography, printing, etc. Any individual expense in excess of \$100 will be approved by you in advance.

In addition to providing public relations advice, our activities would include: organizing and conducting press conferences, arranging meetings and interviews with newspaper and television editors and reporters, and generally promoting the programs, activities and initiatives of the Inc. Village of Freeport.

As part of our public relations services, we will seek to publicize Inc. Village of Freeport in a positive and constructive way. We will seek projection through local media, newspapers, Internet, magazines, TV, radio and appropriate trade and business publications.

By execution of this retainer, you hereby also agree to indemnify, hold harmless and defend us against liability whatsoever, based upon utilization of any information by you to us, which we have permission to use. Please sign a copy of this agreement and return it to us with a check for your retainer fee of \$3,500.

We look forward to a long, mutually productive relationship.

Sincerely yours:

Todd Shapiro, President  
Todd Shapiro Associates, Public Relations

Accepted

By: \_\_\_\_\_

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

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**TODD SHAPIRO ASSOCIATES**

**March 1, 2025 – February 28, 2026**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Todd Shapiro Associates (TSA) with offices located at 600 Old Country Road, Suite 519, Garden City, New York, 11530 (hereinafter referred to as "Shapiro"):

### WITNESSETH:

WHEREAS, Shapiro, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport from time to time, in particular government for print, broadcast and internet media to highlight the dynamic community that the Village is;

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

### TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Shapiro.

3. Compensation.

For all services rendered by Shapiro under this Agreement, the IVF shall be billed \$3,500 per month for a not-to-exceed cost of \$42,000.00 and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Shapiro and submitted to the Village Comptroller for processing.

4. Duties

Shapiro shall provide the following services to IVF:

Shapiro shall in coordination with the Mayor of the Village of Freeport or his designated representative prepare applications from any government or municipality or any funding made available due to disaster relief and for grant opportunities.

5. Extent of Services.

Shapiro shall devote such time, attention and energies to the IVF as is required. Shapiro shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

6. No Participation.

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

7. Death or Disability.

If due to disability or prolonged illness (more than 30 consecutive days) Shapiro is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to Shapiro.

8. Assignment.

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

9. Notices.

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

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

Todd Shapiro Associates  
600 Old Country Road, Suite 519  
Garden City, New York 11530

10. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Shapiro hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

**INCORPORATED VILLAGE OF FREEPORT**

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

\_\_\_\_\_  
**TODD SHAPIRO ASSOCIATES**

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

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

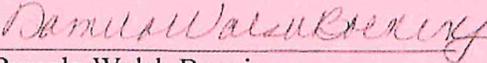
**TO:** Mayor Robert T. Kennedy  
**FROM:** Pamela Walsh Boening, Village Clerk  
**DATE:** January 27, 2025  
**RE:** Memorandum of Agreement

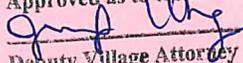
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Attached is the proposed Memorandum of Agreement between the Village of Freeport and Nassau County Board of Elections for the rental of election equipment, formatting and testing of the election ballot, delivery of machines and the responsibility and care of machines for the March 18, 2025 Village Election,.

The Village will rent twenty-eight (28) DS200 machines and thirteen (13) AutoMark machines to be placed at the thirteen (13) polling locations within the Village. Schedule B lists the prices associated with the machine rental and the ballot preparation.

If this meets with your approval, please place on the next Board of Trustees agenda for authorization for the Village Clerk to execute the agreement between the Village of Freeport and Nassau County Board of Elections, 240 Old Country Road, 5<sup>th</sup> Floor, Mineola, New York 11501, Attn: Special Districts.

  
Pamela Walsh Boening  
Village Clerk

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village has its Village Election on March 18, 2025; and

**WHEREAS**, the Nassau County Board of Elections rents machines to the Village, formats and tests ballots, and provides delivery of the machines; and,

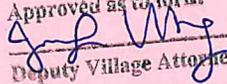
**WHEREAS**, Nassau County Board of Elections requires that the Village enter into a Memorandum of Agreement between the Village and Nassau County Board of Elections to provide these services; and

**WHEREAS**, the Village will rent twenty-eight (28) DS200 machines and thirteen (13) Automark machines at a cost of \$350 per machine, plus \$300 to set up the ballot files; and

**NOW THEREFORE BE IT RESOLVED**, the Board approves and the Village Clerk be and hereby is authorized to sign any documentation necessary to effectuate an agreement between the Village of Freeport and the Nassau County Board of Elections, 240 Old Country Road, Mineola, New York 11501 to provide machines and election related services to the Village.

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

# NASSAU COUNTY BOARD OF ELECTIONS

## MEMORANDUM OF AGREEMENT

**ELECTION SERVICES AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF ELECTIONS  
AND THE INCORPORATED VILLAGE OF Freeport  
CONCERNING THE ELECTION TO BE HELD ON March 18, 2025**

**THIS MEMORANDUM OF AGREEMENT**, is entered into between the Nassau County Board of Elections, with offices at 240 Old Country Road, Mineola, NY 11501 (hereinafter referred to as the “Board of Elections”) and the Incorporated Village of Freeport with offices at: 46 N. Ocean Avenue, Freeport, NY 11520 hereinafter referred to as the (“VILLAGE”).

**WHEREAS**, the **VILLAGE** will be conducting and administrating an election on March 18, 2025, and is seeking the assistance of the Board of Elections, in providing election services consisting of the provision and usage of voting machines, equipment and supplies necessary to conduct voting operations (hereafter collectively referred to as “voting systems”); as well as training and assistance concerning voting machine operations;

**WHEREAS**, pursuant to Section 3-224 of the New York State Election Law, the Board of Elections may permit **VILLAGES** within the county to use its voting machines and other equipment, for the conduct of elections, upon such terms and conditions as shall be fixed by the Board of Elections and agreed to by both the Board of Elections and the **VILLAGE**; and

**NOW THEREFORE**, the parties named above hereby enter into this Agreement applicable to the **VILLAGE ELECTION** being held on March 18, 2025, and any subsequent runoff election(s) related thereto (hereinafter referred to as the “Election”):

### I. BOARD OF ELECTIONS

1. The Board of Elections shall:

- a. Provide optical scan voting systems to the **VILLAGE** in a number deemed adequate upon mutual agreement between the parties as per the Annexed Schedule “A”.
- b. The Board of Elections shall provide annual training on the use and operation of DS200 Scanners and Tabulators as well as AutoMark Ballot Marking Devices to any Village, School District, or Special Improvement District Clerk and one other employee of the jurisdiction. Trainings shall be at a date(s) and time(s) determined by the Board of Elections. The Board of Elections shall not be required to provide additional training beyond the date(s) and time(s) determined by the Board. Any Village, School District, or Special Improvement District that does not have the Clerk and/or an additional employee attend training shall waive any right or

claim the Village, School District, or Special Improvement District may have against the Board of Elections and hold harmless the Board of Elections from any such legal action that may be initiated in relation to the election included but not limited to the proper operation of the DS200 Scanner and Tabulator and the AutoMark Ballot Marking Device.

- c. The Clerk of the Village, School District, or Special District shall be provided with a list of all election inspectors and poll coordinators who worked within the previous general election cycle and have successfully completed training in the operation of the DS200 Scanner and Tabulator and the AutoMark Ballot Marking Device. Should the Village, School District, or Special Improvement District not be required to hire election inspectors in the manner set forth by Title Four (4), Article Three (3) of the New York State Election Law or §15-116 of the New York State Election Law, and wishes to appoint individuals in a manner of their own choosing, the Village, School District, or Special Improvement District shall have the election inspectors attend a training class on the operation of the DS200 Scanner and Tabulator and the AutoMark Ballot Marking Device as provided by the Board of Elections at a date(s) and time(s) to be determined at the Board of Elections discretion and at a cost to be paid by the district as set forth in this document. Should the District Clerk and/or the other employee trained by the Board of Elections elect to train the individuals themselves using the documents provided by the Board of Elections, they may do so, provided that the names of the individuals trained who will be operating or interacting with the DS200 Scanner and Tabulator and AutoMark Ballot Marking Device, as well as the date of the training is forwarded to the Board of Elections no later than five (5) business days prior to the Village, School District, or Special Improvement District's election.
- d. Subject to the **VILLAGE** review and approval, define the ballot's format and language. Said ballot will be provided in a PDF form for the **VILLAGE's** review and approval.
- e. Program all voting machines after receiving PDF approval for the definition of said ballot for which there will be a charge of three hundred dollars (\$300.00) for the creation of each ballot.
- f. Provide the services of Board of Elections staff that shall create ballot definition and corresponding PDFs for delivery to the **VILLAGE**, conduct pre-election testing of the voting machines and provide technical assistance as needed. The Board of Elections will not be conducting post-election proceedings (since the Board of Elections is acting solely as the vendor and not as the administrator of the subject election) UNLESS required to do a recanvass in a **VILLAGE** election upon written request from the Village Clerk pursuant to N.Y. Election Law 15-126(3) in a village election OR required to do so pursuant to an Order of a court of competent jurisdiction.
- g. Said Board of Elections staff will be available from one hour prior to the opening of polls until one hour after the closing of polls. Board of Elections staff shall respond promptly to **VILLAGE** poll site(s) should there be a problem with a particular voting machine which the **VILLAGE** Inspectors are unable to resolve.

## II. **VILLAGE**

### 1. The **VILLAGE** and/or its representative shall

- a. The Village, School District, and/or Special Improvement District shall provide an executed copy of this

Memorandum of Agreement to the Board of Elections no later than seventy-five (75) days prior to the scheduled date of election. The memorandum shall be deemed to have been received by the Board of Elections having been delivered to the Board of Elections by email, in person by an employee of the Village, School District, or Special Improvement District, or by the United States Postal Service. Additionally, the Board of Elections shall deem the agreement received when a digital copy of the executed Memorandum of Agreement sent via e-mail on or before the seventy-five (75) day deadline and the original copy subsequently delivered to the Board of Elections under the conditions set forth above. Should a Village, School District, or Special Improvement District choose to no longer utilize the Board of Elections Services in the creation of their ballot and/or the rental of DS200 Scanners and Tabulators and AutoMark Ballot Marking Devices, the Village, School District, and Special Improvement District shall notify the Board of Elections forthwith.

- b. Within five (5) business days of the publishing of the notice designating the office or offices to be elected for the subsequent election, the Village or District Clerk or their designee shall submit a provisional ballot creation file to the Board of Elections for the purpose of creating a “first draft” ballot. This “first draft” shall be created for the purpose of designing the ballot with all information including but not limited to offices to be elected, term of office, instructions, and other required information that is set forth by statute. The Clerk may submit “placeholder information” for any independent body making a nomination as permitted under law, as well as for candidate names, and/or information as set forth in any proposition or referendum for design and formatting purposes. This information shall be used determine any stylistic changes that may be requested or necessary to comply with the Voter Friendly Ballot Act. All wording, instructions, and other requirements as set forth in the Voter Friendly Ballot Act shall govern the production of any ballot created by the Board of Elections. The Village, School District, or Special Improvement District shall be able to make one (1) revision after the initial creation of their ballot as to the form of said ballot and three (3) subsequent revisions pertaining but not limited to things such as grammar, spelling, and punctuation for a total of four (4) revisions of their ballot. Replacement and/or removal of these names and any other associated “placeholder information” as well as the forwarding of all pertinent information being placed in its stead shall be done no later than two (2) days from the last day to submit nominating petitions and/or other ballot access documents for the public office for which the Village or District is conducting its election. Upon final approval of the ballot by the Clerk of the Village, School District, or Special Improvement District, the Clerk shall return a ‘Ballot Approval Form’ stating that the ballot has been reviewed by the Election Officer of the Village, School District, or Special Improvement District as well as one other authorized individual such as, but not limited, to Counsel, Deputy Clerk, Board Chair or President, Superintendent, Deputy Superintendent, etc. and that the Ballot is approved for final creation. No ballot shall be finalized nor released without an executed Ballot Approval Form first being returned to the Board of Elections.
- c. Work with the Board of Elections to determine the number of machines needed for the election no later than 30 days prior to the **VILLAGE’S** election.
- d. Provide the Board of Elections with its written approval of the ballot definition PDF no later than no later than 11 days prior to the **VILLAGE’S** election.
- e. Not make any changes to the ballot definition PDF after final approval, unless there is a substitution of candidates as permitted by law.
- f. Forward said approved ballot definition in PDF format to the printer as identified by the **VILLAGE** for the purpose of test ballot printing and ballot printing. **VILLAGE** shall order test decks in a timely manner so that the Board of Elections receives the test decks no later than 8 days prior to the

election. **VILLAGE** shall be responsible for all printing costs and the determination of the quantity of election day ballots to order.

- g. **VILLAGE** may use either a printer certified by New York State or a printer of its own choosing provided it is able to demonstrate the printer's ability to properly print and create a ballot that can be read by the voting machines programmed by the Board of Elections.
- h. Arrange for delivery to and from the polling site to and from the Board of Elections where the machines are stored using the Board certified trucking company. The **VILLAGE** shall only use trucking companies certified by the Board of Elections. The voting systems will be available for pick-up at the Board of Elections no earlier than three (3) business days prior to the election and it is agreed that the voting systems must be returned to the Board of Elections within forty-eight (48) hours after the conclusion of the election. The **VILLAGE** shall provide sufficient advance notice of the name of the trucking company, the date and time of the scheduled delivery from and to the Board of Elections. The **VILLAGE** shall be solely responsible for all such trucking costs, including but not limited to, the cost of transportation, mileage and fuel costs. The **VILLAGE** shall promptly pay all costs in full upon receipt of an invoice from the Board of Elections or the trucking company for such costs.
- i. **VILLAGE** will inspect the voting machines and related equipment upon delivery from the Board of elections. **VILLAGE** shall notify the Board of Elections in writing upon delivery, of any defects or other objections to such voting machines and related equipment. If Board of Elections receives no such written notice within that period, **VILLAGE** will be conclusively presumed to have accepted the voting machines and related equipment in good condition and repair.
- j. Upon request to the Board of Elections, the **VILLAGE** may inspect the voting systems two (2) hours prior to the scheduled delivery of the voting systems to the polling places at a time and date agreed to by the Board of Elections.
- k. **VILLAGE** shall use the voting systems in a careful manner. **VILLAGE** agrees to comply with any and all reasonable instructions given by the Board of Elections and the Manufacturer's manual as to the use and operation of said voting machines, as well as any laws, ordinances, or regulations relating to the possession, use, and maintenance of the voting machines and equipment, and shall limit its use only for the purposes of holding the election described herein.
- l. **VILLAGE** shall request for staff to remain available beyond one (1) hour after the scheduled close of polls must be made by the District Clerk and/or their duly authorized designee via telephone to the Board of Elections within the initial one (1) hour period after the scheduled closing of the polls. Failure to contact the Board of Elections shall serve as sufficient notice that all machines operated properly, results tapes and other associated reports were produced by the DS200 scanner and tabulator, and all machines successfully powered down without incident. Any time beyond the initial one (1) hour period after the final scheduled close of polls in which Board of Elections Staff remains available without a request from a village, school district, and or special improvement district shall be solely at the Board of Elections discretion.
- m. **VILLAGE** acknowledges that the voting systems are technical and that **VILLAGE** shall make no alterations, nor attempt to make alterations to the equipment without obtaining prior written permission of the Board of Elections.
- n. Liability for injury, disability, and death of workers and other persons caused by the operation,

handling, or transportation of the Voting machines or systems during the rental period shall be assumed by the **VILLAGE** and said **VILLAGE** shall indemnify the Board of Elections and the County of Nassau against all such liability.

- o. **VILLAGE** agrees to hold and save the Board of Elections and the County of Nassau harmless from any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, resulting from the use or operation of the voting machines and related equipment during the term of this lease.

**II. FEES**

Please see attached fee chart (Schedule B) which details the costs associated with utilizing the Board of Elections as a vendor.

**III. GENERAL**

1. It is understood and agreed that the Board of Elections does not and will not conduct the subject **VILLAGE** Elections. The elections are administered locally by the **VILLAGE**.
2. It is understood and agreed that the Board of Elections is not responsible for any errors, including but not limited to, spelling, dollar amounts or other information provided by the **VILLAGE** for creation of their ballot. Nor is the Board of Elections required to verify any information provided by the **VILLAGE** for ballot creation. The Board of Elections shall merely create a ballot based on written instructions and information provided by the **VILLAGE** for the creation of their ballot. The **VILLAGE** assumes all responsibility for the content of the ballot and for the verification of the content information provided by the **VILLAGE** for the creation of the ballot and the **VILLAGE** agrees that the Board of Elections shall not be responsible for the content or verification or proofreading of the information provided by the **VILLAGE**.
3. The **VILLAGE** shall be responsible and liable for the care and custody of the voting machines, other equipment and supplies, while they are in its possession; and as such the **VILLAGE** shall take all steps necessary to ensure the security of voting equipment to be used in their election in the same manner as they do voting systems delivered to schools used as poll sites in municipal elections, and further, agrees to pay for (or reimburse) the Board of Elections for any repair or replacement costs incurred as a result of damage to the voting machines, other equipment and/or supplies while having possession thereof.
4. The Board of Elections and/or County of Nassau shall NOT be liable for any voting machine and/or equipment failure during the Election; nor shall it be liable for any costs incurred by the **VILLAGE** as a result of such failures.
5. Board of Elections is not responsible for the operation of the machines or the failure to operate the machines in a proper and accurate manner. The **VILLAGE** agrees to defend, indemnify, and hold harmless the Board of Elections against any and all claims made by any party regarding the accuracy, operation or use of the voting machines and systems in recording or failing to record votes or for any purpose whatsoever.
6. In the event the voting machines and systems leased hereunder is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, aforementioned **VILLAGE** shall pay the Board of Elections for the replacement or repair of such equipment. The repair costs shall be determined by the equipment service vendor. The aforementioned **VILLAGE** payment for the repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to the Board of Election by **VILLAGE** within thirty (30) days of written request by the Board of Elections.

7. The **VILLAGE** assumes full liability for safekeeping of the voting machines, equipment and all inventory and supplies furnished by the Board of Elections. The Board of Elections will notify the **VILLAGE** in writing of any missing and unaccounted for machines or associated items and **VILLAGE** shall have up to thirty (30) days to research and rectify any discrepancies before payment is made and **VILLAGE** agrees to pay for any destroyed, damaged, or missing machines or associated items to the Board of Elections.
8. If the voting machine and equipment does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, **VILLAGE'S** only remedy, if any, shall be against the supplier or manufacturer of the voting machine and not against the Board of Elections or the County of Nassau.
9. Unless **VILLAGE** gives the Board of Elections written notice specifying any defect in or other valid objection to the voting machines and equipment within eight (8) hours after receiving the equipment, it shall be conclusively presumed that the equipment was in good operating condition when received, and that **VILLAGE** accepted and approved the equipment. **VILLAGE** further agrees that the Board of Elections shall in no event be liable for any damages arising directly or indirectly from the operation, failure, or defective condition of the equipment for any reason.
10. The expense of all repairs made during the during the rental period, including labor, material, parts and other items shall be paid by the **VILLAGE**.
11. It is acknowledged that regarding all aspects of the Election, the aforementioned **VILLAGE** Inspectors shall be the agents and/or employees of the **VILLAGE**; and NOT the Board of Elections or County of Nassau. **VILLAGE** assigned poll workers, shall be solely responsible for the operation of the voting machines and any resulting liability incurred as a result thereof.
12. The **VILLAGE** represents and warrants that it will obtain general liability insurance with coverage of at least \$1,000,000 per occurrence, \$1,000,000 general, and \$1,000,000 products/complete; and shall name the Nassau County Board of Elections and the County of Nassau as a named insured on the said policies, and provide proof thereof upon execution of this agreement.
13. To the extent time limits are not already provided for in this Memorandum, the **VILLAGE** shall comply with all of its pre-Election obligations within 15 days of the Election or any subsequent revote; and further acknowledges that no changes shall be permissible beyond that date.
14. This Agreement may not be assigned, or otherwise transferred, without prior written consent of the Board of Elections. Ownership of voting machines and related equipment and supplies shall at all times remain the sole property of the Board of Elections and **VILLAGE** shall have no right, title, or interest other than its use under the strict conditions of this Agreement.
15. **THE BOARD OF ELECTIONS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE VOTING EQUIPMENT LEASED, AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OR USE OF THE EQUIPMENT, ITS MERCHANTABILITY, AND/OR ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE.**
16. **VILLAGE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST THE BOARD OF ELECTIONS OR THE COUNTY OF NASSAU.**

17. All remedies of the Board of Elections hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed a waiver of any other remedy. If any provision of this agreement is deemed invalid, it shall not affect the validity of remaining terms.
18. This instrument constitutes the entire agreement between the parties; and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto. This instrument shall not be effective until signed by all parties.
19. This Memorandum shall be subject to the approval of the **VILLAGE GOVERNING BODY OR REPRESENTATIVE** as well as the Nassau County Board of Elections. If a **RESOLUTION** is required by the governing body of the **VILLAGE** for the execution of this agreement, a copy of that Resolution shall be annexed hereto by the **VILLAGE** at the time of execution of this agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Memorandum on the date(s) set forth below.

**NASSAU COUNTY BOARD OF ELECTIONS**

**By:**

\_\_\_\_\_  
**James V. Moriarty, Commissioner**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**James P. Scheuerman, Commissioner**

\_\_\_\_\_  
**DATED**

**DISTRICT GOVERNING BODY OR REPRESENTATIVE**

**By:**

\_\_\_\_\_  
**DISTRICT GOVERNING BODY OR  
REPRESENTATIVE SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATED**

**SCHEDULE A**

**RECOMMENDATIONS FOR DETERMINING THE TOTAL NUMBER OF DS200 SCANNERS & AUTOMARK BALLOT MARKING DEVICES FOR USE AT ELECTIONS**

The Nassau County Board of Elections currently recommends that Villages, School Districts, and Special Districts rent one (1) DS200 for every two thousand five hundred (2,500) voters per polling place/location that they believe will be casting ballots in their election. This number is recommended due to the capacity of the ballot tote bins currently used by the Nassau County Board of Elections as well as the speed with which ballots are scanned, tabulated, and cast by the DS200. The Board of Elections recommends that the Village, School District, or Special District review voter turnout by polling place/location and by year to properly anticipate and estimate what the voter turnout will be for the election in question to determine the total number of machines necessary to be rented. Additionally, the Board recommends that, whenever possible and where machines are not specific to particular voter districts within a polling place, multiple machines be made available at each polling place/location to prevent the need to utilize the emergency ballot bin for casting votes in the event of a ballot jam or machine breakdown.

The Nassau County Board of Elections currently recommends that Villages, School Districts, and Special Districts rent one (1) AutoMark ballot marking device for every polling place/location that is utilized in their election.

The recommendations above do not preclude Villages, School Districts, or Special Districts from renting more or less DS200 scanners or AutoMark ballot marking devices, and the Board of Elections will make as many machines available to each Village, School, or Special District as possible, barring the Board's inability to do so due to its requirements in administering elections under the Constitution of the United States of America, the New York State Constitution and the Election Law of the State of New York.

TOTAL NUMBER OF DS200 SCANNERS TO BE RENTED: 28

TOTAL NUMBER OF AUTOMARK BALLOT MARKING DEVICES TO BE RENTED: 13

**SCHEDULE B**

**FEES ASSOCIATED WITH BOARD OF ELECTIONS SERVICES AND USE OF ELECTRONIC VOTING MACHINES**

<b>ITEM</b>	<b>COST</b>	<b>ACCESSORIES/NOTES</b>
<b>DS200 Scanner &amp; Tabulator</b>	<b>\$350</b>	<b>PER MACHINE (2 memory sticks, programming &amp; testing included)*</b>
<b>AutoMark Ballot Marking Device</b>	<b>\$350</b>	<b>PER MACHINE (1 compact flash card, programming &amp; testing included)*</b>
<b>PDF Ballot Files</b>	<b>\$300</b>	<b>1 machine ballot &amp; 1 absentee ballot</b>
<b>Inspector Training</b>	<b>\$25</b>	<b>Per inspector per class not certified by the Board of Elections who will be interacting with the machine</b>
<b>DS200 Keys</b>	<b>N/A</b>	<b>1 set per DS200*</b>
<b>AutoMark Keys</b>	<b>N/A</b>	<b>1 set per polling place*</b>

**\*If any materials are not returned to the Board of Elections, you will be charged the full cost of replacing the missing items – (\$250 PER MEMORY STICK NOT RETURNED IN THE DS200 & \$25 PER SET OF KEYS NOT RETURNED TO THE NASSAU COUNTY BOARD OF ELECTIONS WITHIN ONE WEEK AFTER YOUR ELECTION).**



**VILLAGE OF FREEPORT**  
**VILLAGE ATTORNEY**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2249 FAX (516) 377-2366

ROBERT T. KENNEDY  
MAYOR

HOWARD E. COLTON  
VILLAGE ATTORNEY

January 24, 2025

Nassau County Board of Elections  
240 Old Country Road, 5<sup>th</sup> Floor  
Mineola, New York 11501

Re: Insurance

To Whom It May Concern:

Please be advised that the Village of Freeport is self-insured for general liability coverage for bodily injury and property damage up to \$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$1,000,000 products/completed operations.

If I can be of any further assistance, please do not hesitate to contact me.

Very truly yours,

Jennifer Ungar  
Deputy Village Attorney

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

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To: Mayor Robert T. Kennedy

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

Date: January 22, 2025

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**Re: 2025 FURNISHING OF WATER METERS**

Twenty-six (26) bids were distributed and one (1) bid was received on January 7, 2025 for the referenced contract, which provides for the purchase of water meters for the Water Department.

Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, NJ 08081, submitted a bid of \$245,490.00. We have checked their references and all appears to be in order. Attached is a copy of the bid tabulation for your review.

The contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two one-year extensions if mutually accepted.

Accordingly, it is recommended that the contract,

**2025 FURNISHING OF WATER METERS**

be awarded to the sole bidder,

Rio Supply Inc. of New York  
100 Allied Parkway  
Sicklerville, NJ 08081

in the amount of \$245,490.00 for this contract total bid.



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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport has solicited a Notice to Bidders for the “2025 Furnishing of Water Meters”; and

**WHEREAS**, twenty-six (26) bids were distributed and one (1) bid was received on January 7, 2025, for the referenced contract, which provides for the purchase of water meters for the Water Department; and

**WHEREAS**, the sole responsible bidder was submitted by Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey, 08081, in the amount of \$245,490.00; and

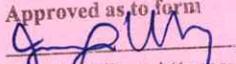
**WHEREAS**, the contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, funding is anticipated to be included in the Water Department Operating Budget (WE98002 520310 Meter Reading Equipment); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to award the “2025 Furnishing of Water Meters” to Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey, 08081, in the amount of \$245,490.00 for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney



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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**January 27, 2025**

**COMMENTS PERMITTED ON AGENDA ITEMS**

**&**

**GENERAL PUBLIC COMMENTS**

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