

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

- c) Request retroactive approval to award bid#25-03-ELEC-734 for 75,000 Gallons, More or Less, Ultra Low Sulfur Diesel – Power Plant 1 to Sprague Operating Resources LLC, 185 International Drive, Portsmouth, New Hampshire 03804, from March 1, 2025 through February 28, 2027.
- d) Request to approve the purchase of a 50' Fully Hydraulic Derrick, Rear Mount Truck from Altec Industries, Inc., 5610 Corporate Drive, St. Joseph, Missouri 64507 under Sourcewell Contract #110421-ALT, not to exceed cost of \$371,747.
- e) Request to approve the purchase of six (6) Single Phase Padmounted Transformers from Wesco Distribution Inc., 500 Prime Place, Hauppauge, New York 11788 under Sourcewell contract #091422-WES, not to exceed \$59,810.
- f) Request to approve the purchase of a Pole Trailer from Altec Industries, Inc., 5610 Corporate Drive, St. Joseph, Missouri 64507, under Sourcewell contract #110421-ALT, not to exceed \$26,453.
- g) Request retroactive approval for the purchase of 8 four-hour blocks of support time for the GE LM6000 from GE Vernova Operations LLC, One Neumann Way, M/D S158, Cincinnati, Ohio 45215, from March 1, 2025 through February 28, 2026, in the amount of \$21,000.
- h) Request authorization to write-off an additional \$4,287.39 in uncollectible funds for the 2022/2023 Fiscal Year, effective February 28, 2025.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval of the recommendation of the Freeport Fire Counsel and that membership be granted to Anderson Tavares, Hose Co. # 2.
- b) Request approval of the recommendation of the Freeport Fire Counsel and that membership be granted to Juan Ramos, Engine Co. #1.
- c) Request approval of the recommendation of the Freeport Fire Counsel and that membership be granted to Hansel Baena, Hose Co. # 5.

5. OFFICE OF EMERGENCY MANAGEMENT – Donald Rowan

- a) Request to approval to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, Kansas 66502, from March 1, 2025 through February 28, 2026, in the amount of \$9,369.85.

6. POLICE DEPARTMENT – Michael J. Smith

- a) Request to approve the purchase of four (4) 2025 Police Interceptor SUVs from Nielson Ford, 170 Ridgedale Avenue, Morristown, New York 07960, contract # RFB-WC-23505, in the amount of \$292,075.29, reimbursable through a grant .

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

7. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the “2025 Annual Curb and Sidewalk Contract” to Roadwork Ahead, 2186 Kirby Lane, Syosset, New York 11791, the lowest responsible bidder meeting bid specifications in the amount of \$252,307.

8. VILLAGE ATTORNEY- Howard E. Colton

- a) Request retroactive approval to extend the contract with CCS Adjusters Inc., 100 Ring Road, Suite 202, Garden City, New York 11530, for risk and claim management, from March 1, 2025 to August 31, 2025, in the amount of \$53,928, with no increase in price.

9. VILLAGE COMPTROLLER – Alvin McDaniel

- a) Request approval for the Village Comptroller’s Office to execute the following transfer to the 2025/2026 fiscal year operating budget:

FROM:

A145002 520100	ELECTION EQUIPMENT	\$5,000.00
A145004 540200	PRINTING STATIONERY SUPPLIES	\$1,000.00

TO:

A145004 542600	RENTAL OF MACHINES	\$6,000.00
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- b) Request approval for the Village Comptroller’s Office to execute the following transfer to the 2025/2026 fiscal year operating budget:

FROM:

A312004-545700	NON-EMPLOYEE SALARIES	\$35,000.00
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TO:

A312001-510300	PART-TIME SALARIES	\$35,000.00
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10. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request resolution authorizing the Payment of Tax Certioraris Judgments, Compromised Claims and Settled Claims Payable in the Fiscal Year Ending February 28, 2026, for an estimated cost of \$813,750.00 and for the Village Clerk to publish the required legal notice.
- b) Request resolution amending the bond resolution dated February 26, 2024 relating to the authorization of bonds to Finance the payment of Certain Tax Certiorari Judgments, Comprised of Claims and Settled Claims from \$1,050,000 to \$485,000.

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.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: March 20, 2025

RE: Carnival/Festival/Bazaar
Organization: Freeport Memorial Library
Dates: June 27, 2025
Time: 3:00 P.M. to 7:00 P.M.
Rain Date: None
Set Up Time: 2:30 P.M.
Location: Freeport Memorial Library

Attached is a copy of a public assembly application submitted by Lee Ann Moltzen, on behalf of the Freeport Memorial Library, 144 W. Merrick Road, to hold a Summer Festival on Friday, June 27, 2025 from 3:00 P.M. to 7:00 P.M occupying various areas of the library grounds (schematic attached). Approximately 100-500 individuals will attend this event

Included in the package are the recommendations from the Police Department, Department of Public Works, Fire Department, and the Claims Examiner.



Pamela Walsh Boening
Village Clerk

Attachments

FREEPORT POLICE DEPARTMENT
CARNIVAL ~ FESTIVAL ~ BAZAAR
PUBLIC ASSEMBLY PERMIT APPLICATION

Applicant:

Lee Ann Moltzen 144 W. Merrick Rd. Freeport NY 11520
Name Address Apt City State Zip

516-379-3274 lmoltzen@freeportlibrary.info
Telephone # Business # Email Address Permit Applicant Organization Affiliation

Organization:

Freeport Memorial Library 144 W. Merrick Rd. Freeport NY 11520
Organization Name Address City State Zip

516-379-3274 lmoltzen@freeportlibrary.info
Telephone # Email Address

Organization Representatives (Other than applicant):

- | | | |
|---|--|--|
| 1) <u>Roseann Podias</u>
<small>Name</small> | <u>516-379-3274</u>
<small>Contact Phone#</small> | <u>Head of Youth Services</u>
<small>Position</small> |
| 2) <u>Karen Farrell</u>
<small>Name</small> | <u>516-379-3274</u>
<small>Contact Phone#</small> | <u>Assistant Director</u>
<small>Position</small> |
| 3) _____
<small>Name</small> | _____ <small>Contact Phone#</small> | _____ <small>Position</small> |

Carnival/Festival/Bazaar Operator / Contractor:

Freeport Memorial Library 144 W. Merrick Rd. Freeport NY 11520
Business Name Address City State Zip

Operator's Name

516-379-3274
Telephone #

Name & type of requested Carnival/Festival/Bazaar: Freeport Memorial Library Summer Festival

Requested Carnival/Festival/Bazaar Location: North parking lot of the library (staff lot)

Set Up Day: Friday **Date:** 06/27/2025 **Set Up Start Time:** 2:30 AM/PM

Dates of operation:

1 st Day: <u>Friday</u>	Date: <u>06/27/2025</u>	Start Time: <u>3:00 AM/PM</u>	End Time: <u>7:00 AM/PM</u>
2 nd Day: _____	Date: ___/___/20__	Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM
3 rd Day: _____	Date: ___/___/20__	Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM
4 th Day: _____	Date: ___/___/20__	Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM

Equipment Removal will be done by: _____ **Date:** ___/___/20__ **Time** ___:___ AM/PM

Rain Date: **NO** **YES** **Date:** ___/___/20__

To process your Carnival/Festival/Bazaar ~ Public Assemblies Permit Application requesting the use of municipal property the Village of Freeport will need the information listed below. A confirmation of this information must be provided in writing, executed by someone in authority from the organization. (Attach additional sheets as necessary)

- A) Will the Carnival/Festival/Bazaar occupy all or only a portion of the width of the property requested?
It will occupy the staff parking lot at the back entrance of the library, the southeast lawn and the staff parking lot on Ocean Ave.
- B) List each ride.
Indicate type of ride, dimensions of same and space or square footage required for setup.
One bouncy house in the staff parking lot.
- C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.
we intend to have cotton candy and ices.
- D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.
we will be having a petting zoo which will be parked alongside the building in the staff lot on the side of Bergen Place
- E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.
60' x 100'
- F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.
we intend to have a petting zoo with various animals.
- G) What is the estimated number of customers you expect daily? 100-500
- H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.
We will have our own receptacles. Our custodians will be responsible for the clean up. we do not require portable toilets.

I) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.

we have our own security monitors.

J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

K) Are any other public facilities or equipment to be utilized: NO Yes/No
If yes, please describe and attach all related correspondence or permits that authorize their use.

L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

we will be advertising this event in our Youth Services flyer and in the newsletter.

M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

we will be hiring vendors for this event

I hereby state that I have received a copy of Article III of Chapter 155, entitled "Noise Control", and I understand that I am required to comply with the same.

Lee Ann Moebus

Signature

Sworn to before me this 21 day of January, 2025

Nicole M Savage
NOTARY PUBLIC

Nicole M Savage
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6256274
Qualified in Nassau County
Commission Expires February 21, 2028

Chapter 155-39: Any person violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof, shall be fined in an amount not exceeding \$750 for the first offense, \$1,000 for the second offense and \$2,000 for each offense thereafter or be imprisoned in the Nassau County Correctional Facility for a period not exceeding 15 days, or be subject to both such fine and imprisonment. Each day (twenty-four-hour period) such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Any person under the age of 16 years who shall violate any of the provisions of this article shall be deemed to be a juvenile offender.



FREEPORT MEMORIAL LIBRARY
144 WEST MERRICK ROAD
FREEPORT, NEW YORK 11520

LEE ANN MOLTZEN, DIRECTOR
lmoltzen@freeportlibrary.info

(516) 379-3274
FAX (516) 868-9741

January 21, 2025

Insurance Requirement Notice

FREEPORT MEMORIAL LIBRARY agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of the **FREEPORT MEMORIAL LIBRARY GROUNDS** in Freeport, by **FREEPORT MEMORIAL LIBRARY**, and resulting from and attributable to any negligent, reckless, or intentional act, omission, breach, or default by the **FREEPORT MEMORIAL LIBRARY** or its employees or agents.

Signature: Lee Ann Moltzen

Lee Ann Moltzen, Library Director

Sworn to before me this 21st
day of January, 2025

Nicole M. Savage

Notary

Nicole M Savage
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6256274
Qualified in Nassau County
Commission Expires February 21, 2028



Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Freeport Memorial Library 144 W. Merrick Rd.

Organization Name

Freeport

New York

11520 516-379-3274

City

State

Zip

Tel#

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

Event: Freeport Memorial Library Festival

Location: 144 W. Merrick Rd.

Date: June 27, 2025

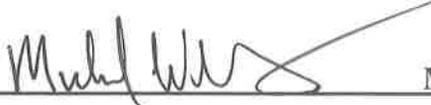
Time: 3:00 P.M.- 7:00 P.M.

1. On June 6, 2025, the applicant will host festival from 1500 - 1900 hours on the grounds of the Freeport Memorial Library.
2. Applicant will utilize the employee parking area on S. Ocean Ave.
3. All Village of Freeport Regulations and Parking Restrictions will remain in effect.
4. The applicant and participants are not permitted to block any roadways.
5. The applicant is responsible for ensuring that the event will cease promptly at 1900 hours.
6. DPW will barricade the employee parking lot on S. Ocean Ave and parking spaces on the north side of W Merrick Road from S. Bergen Place to S. Ocean Ave and wherever else that maybe necessary in PF#16 TBD.
7. Applicant: Lee Ann Moltzen, 516-379-3274

This parade/public assembly permit must be available to be submitted for inspection by any Freeport Police Officer on the date and times of the parade. (Photocopies are permitted)

THE PARADE/PUBLIC ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

Please note the parade/public assemblies permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.

Issued by: Assistant Chief Michael G. Williams  March 10, 2025
Rank Name Signature Date

CC to: Mayor Village Attorney Fire Chief

Public Works Postmaster Affected Public Transportation Utilities

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

Michael Smith
Chief of Police

40 North Ocean Avenue, Freeport, NY
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: March 10, 2025
RE: Freeport Memorial Library Festival

After reviewing the attached Parade & Public Assembly Permit Application I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves, the permit is valid.

I do not anticipate police overtime incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Michael G. Williams
Assistant Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk

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

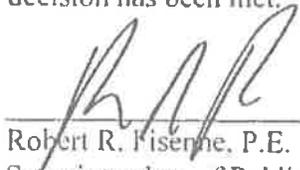
DATE: February 24, 2025

RE: Carnival/Festival/Bazaar Public Assembly Permit Application

Organization:	Freeport Memorial Library
Applicant:	Lee Ann Moltzen
Date:	Friday, June 27, 2025
Rain Date:	None
Time:	3:00 pm – 7:00 pm
Set-up Time:	2:30 pm
Location:	Freeport Memorial Library Grounds

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Lee Ann Moltzen on behalf of Freeport Memorial Library to hold a Summer Festival.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Tuesday, March 11, 2025 1:33 PM
To: Pamela Boening
Subject: Freeport Library 06/27/25 Carnival/Festival/Bazaar Application

I have reviewed the Public Assembly Permit application June 27, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant indicates that they will be utilizing the parking lots around the library. They do not indicate that they will be blocking any streets. Applicant(s) should be cognizant of maintaining access to the area if an Emergency exists.

Please remind the applicant(s) that access to the area must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

Raymond F. Maguire
Executive Director
Freeport Fire Department
Office: 5163772190
Cell: 5166801801
Fax: 5163772499

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, March 10, 2025 5:41 PM
To: Raymond Maguire <rmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>
Subject: FW: 6.27.2025 Public Assembly Application

Ray,

Please send recommendation.

Thanks,

Pamela Walsh Boening
Village Clerk

46 N. Ocean Avenue
Freeport, NY 11520

Pamela Boening

From: Christine Maguire
Sent: Monday, February 24, 2025 12:30 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 6.27.2025 Public Assembly Application

Hi Pam,

Insurance is approved for the 6/27/25 public assembly – Freeport memorial library

Regards,

Christine Maguire
Claims Examiner
Human Resources
Inc. Village of Freeport
516-377-2293

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, February 24, 2025 11:29 AM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 6.27.2025 Public Assembly Application

Please send recommendation.

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

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma I. Lancaster, Village Assessor
 DATE: March 18, 2025

RE: Remove Exemptions from 2024/2025 and 2025/2026 Final Assessment Rolls

Permission is requested for the Assessor to remove from 2024/2025 and 2025/2026 Final Assessment Rolls exemptions related to Senior and Veteran Owned Properties. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 070 / 15	31 Pennsylvania Ave	41800 - Senior	41800 – 2025 – 2,025 41800 – 2024 -- 0	Deceased 12/23/24
54 / 201 / 13	181 Park Ave	41800 - Senior	41800 -- 2025 - 2,350 41800 – 2024 - 2,350	Deceased 1/2/25
54 / 313 / 15	67 West End Ave	41800 - Senior	41800 - 2025 – 1,750 41800 – 2024 – 1,750	Deceased 12/16 /24
55 / 361 / 1116	249 N Columbus Ave	41101 - Veteran	41101--2025 – 300 41101 –2024 - 300	Deceased 1/30 /25
62 / 187 / 657	685 S Bayview Ave	41121 - Veteran	41121 - 2025 – 439 41121 – 2024 - 468	Sale 12/30/24

62 / 091 / 377	88 President St	41121 - Veteran 41800 - Senior	41121 - 2025 - 439 41800 - 2025 - 2,256 41121 - 2024 - 468 41800 - 2024 - 2,241	Deceased 2/21 /25
36 / 519 / 17	197 Delaware Ave	41800 - Senior	41800 - 2025 - 2,575 41800 - 2024 - 0 41800 - 2023 - 0	Sale 2/1/24
55 / 394 / 428	35 High Pl	41800 - Senior	41800 - 2025 - 2,975 41800 - 2024 - 2,975	Sale 1/17/25
55 / 363 / 657	34 Colonial Ave	41121 - Veteran	41121 - 2024 - 468 41121 - 2025 - 439	Sale 2/14/25

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2024/2025 and/or 2025/2026 corrected property tax bill.



Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2024/2025 and 2025/2026 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54/ 070 / 15	31 Pennsylvania Ave	41800 - Senior	41800 – 2025 – 2,025 41800 – 2024 -- 0	Deceased 12/23/24
54 / 201 / 13	181 Park Ave	41800 - Senior	41800 -- 2025 - 2,350 41800 – 2024 - 2,350	Deceased 1/2/25
54 / 313 / 15	67 West End Ave	41800 - Senior	41800 - 2025 – 1,750 41800 – 2024 – 1,750	Deceased 12/16 /24
55 / 361/ 1116	249 N Columbus Ave	41101 - Veteran	41101--2025 – 300 41101 –2024 - 300	Deceased 1/30 /25
62 / 187 / 657	685 S Bayview Ave	41121 - Veteran	41121 - 2025 – 439 41121 – 2024 - 468	Sale 12/30/24
62 / 091 / 377	88 President St	41121 - Veteran 41800 - Senior	41121 - 2025 – 439 41800 -2025 – 2,256 41121 – 2024 - 468 41800 - 2024– 2,241	Deceased 2/21 /25
36 / 519 / 17	197 Delaware Ave	41800 - Senior	41800 - 2025 – 2,575 41800 – 2024 - 0 41800 – 2023 - 0	Sale 2/1/24

55 / 394 / 428	35 High Pl	41800 - Senior	41800 - 2025 – 2,975 41800 – 2024 - 2,975	Sale 1/17/25
55 / 363 / 657	34 Colonial Ave	41121 - Veteran	41121 – 2024 - 468 41121 - 2025 – 439	Sale 2/14/25

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2024/2025 and 2025/2026 Final Assessment Rolls as listed above; and

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

NOW THEREFORE BE IT RESOLVED that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2024/2025 and 2025/2026 Final Assessment Rolls and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

VILLAGE OF FREEPORT INTER-OFFICE MEMORANDUM

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: March 12, 2025

RE: 2024/2025 SCARS for LITT Law Group, LLC, Farrell Fritz, P.C and
Blodnick, Fazio & Clark

The Village Assessor received SCARS Decisions from the SCAR Hearing Officer to reduce the assessed values, a no change or disqualify the properties based on the evidence submitted at hearings. The SCARS Decisions from Hearing Officer were received on January 31, 2025. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2024/2025 taxes from the attached list have been paid.

Claim Form will be prepared for 2024/2025 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

SCARS 2024/ 2025 Petitioner	Current 2024 AV TOTAL	SCARS 2024 AV	Reduction Amount	Refund (.61561)	Fee (\$30)	Total Refund
Litt Law Group, LLC	34,374	31,697	2,677	\$1,647.98	\$150.00	\$1,797.98
Farrell Fritz, P.C	7,860	6,739	1,121	\$690.09	\$30	\$720.09
Blodnick, Fazio & Clark	5,921	5,681	240	\$147.74	\$30	\$177.74

Request approval of the 2024/2025 SCARS Decisions from the Hearing Officers as stated below and permission is further requested for the Village Treasurer to print 2024 and 2025 tax bills and refund the total amount to the Petitioner Representatives as stated above per total negotiated reduction decisions.

LITT LAW GROUP, LLC

55 / 371 / 67	224 Jay Street	81.71
62 / 179 / 457	732 S Ocean Ave	139.57
62 / 183 / 317	539 Nassau Ave	287.94
55 / 151 / 25	216 Putnam Ave	646.84
54 / 067 / 318	110 Pearsall Ave	<u>641.92</u>
	TOTAL	\$1,797.98

FARRELL FRITZ, PC

62 / 112 / 6

273 S Ocean Ave

\$ 720.09

BLODNICK, FAZIO, and CLARK

62 / 100 / 684

82 Grant Street

\$ 177.74

Vilma I. Lancaster
Vilma I. Lancaster
Village Assessor

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

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

SCARS 2024/ 2025 Petitioner	Current 2024 AV TOTAL	SCARS 2024 AV	Reduction Amount	Refund (.61561)	Fee (\$30)	Total Refund
Litt Law Group, LLC	34,374	31,697	2,677	\$1,647.98	\$150.00	\$1,797.98
Farrell Fritz, P.C	7,860	6,739	1,121	\$690.09	\$30	\$720.09
Blodnick, Fazio & Clark	5,921	5,681	240	\$147.74	\$30	\$177.74

LITT LAW GROUP, LLC

55 / 371 / 67	224 Jay Street	81.71
62 / 179 / 457	732 S Ocean Ave	139.57
62 / 183 / 317	539 Nassau Ave	287.94
55 / 151 / 25	216 Putnam Ave	646.84
54 / 067 / 318	110 Pearsall Ave	<u>641.92</u>
	TOTAL	\$1,797.98

FARRELL FRITZ, PC

62 / 112 / 6	273 S Ocean Ave	\$ 720.09
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BLODNICK, FAZIO, and CLARK

62 / 100 / 684	82 Grant Street	\$ 177.74
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WHEREAS, these refunds are from grievances to the 2024/2025 Final Assessment Roll and apply the amount to the specific properties attached; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Litt Law Group, LLC, in the amount of \$1,797.98; Farrell Fritz, P.C, in the amount of \$720.09; and Blodnick, Fazio & Clark, in the amount of \$177.74.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

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INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 12, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: CivicPlus - Freeport Electric Website Hosting and Support Services
March 1, 2025 – February 28, 2026

On August 10, 2015, the Board approved the Freeport Electric website development and administration agreement with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502. The agreement included an annual service fee of \$1575.00 starting March 1, 2017 and beyond (subject to annual increase of 5% for year 3 and beyond). Attached for your approval is the invoice for the Freeport Electric Core Subsite Hosting and Support and the SSL Certificate for a one-year term running from March 1, 2025 – February 28, 2026 for a fee of \$2,997.32 (5% increase as per the contract). The fiscal year 2025 contract fee was \$2,854.60.

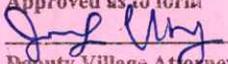
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the agreement for hosting, support and SSL Certificate with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502 for a term running from March 1, 2025 – February 28, 2026 for a cost of \$2,997.32 subject to an annual 5% increase in fees; and that the Mayor be authorized to execute any and all documents necessary and proper to effect same. The cost for this service will be charged to account E7856000 578100 (Electric Website). 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
Peggy Lester, Mayor's Office
Pamela Walsh Boening, Village Clerk
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 Electric Utility contracted with CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 to host the Utility's website, which was approved by the Board starting March 1, 2017; and

WHEREAS, said agreement included an annual service fee of \$1,575.00 commencing March 1, 2017, which was subject to an annual increase of 5% for subsequent years; and

WHEREAS, on February 8, 2021, the Board approved an agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 for a term of three years effective March 1, 2021 to February 29, 2024, for a total of \$2,302.09 (hosting and support \$2,110.64; certificate \$191.45) for the term running from March 1, 2023 to February 29, 2024; and

WHEREAS, on January 8, 2024, the Board approved a renewal agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502, for a one-year term running from March 1, 2024 to February 28, 2025, for a fee of \$2,854.60; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the Renewal Agreement for the Freeport Electric Core Subsite Hosting and Support and the SSL Certificate with CivicPlus, for a retroactive term from March 1, 2025 to February 28, 2026, for a fee of \$2,997.32 (subject to an annual 5% increase in fees); and

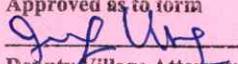
WHEREAS, the contract will be charged to account E7856000 578100 (Electric Website); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and is hereby authorized to sign any paperwork necessary to effectuate a renewal agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502, for a retroactive term from March 1, 2025 to February 28, 2026, for a fee of \$2,997.32.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#327648

3/1/2025

Bill To

Al Livingston
Village of Freeport - Electric
46 N Ocean Avenue
Freeport New York 11520

TOTAL DUE

\$2,997.32
Due Date: 3/31/2025

Terms	Customer	Approving Authority
Net 30	Village of Freeport, NY	

Qty	Item	Start Date	End Date
1	SSL Certificate Annual Fee: https://www.freeportelectric.com	3/1/2025	2/28/2026
1	Subsite Annual Fee for Hosting and Support: Freeport Electric	3/1/2025	2/28/2026

Total	\$2,997.32
Due	\$2,997.32

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities January 10, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 8, 2024:

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

WHEREAS, on February 8, 2021, the Board approved an agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 for a term of three years effective March 1, 2021 to February 29, 2024, for a total of \$2,302.09 (hosting and support \$2,110.64; certificate \$191.45) for the term running from March 1, 2023 to February 29, 2024; and

WHEREAS, the Electric Utility contracted with CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 to host the Utility's website, which was approved by the Board starting March 1, 2017; and

WHEREAS, said agreement included an annual service fee of \$1,575.00 commencing March 1, 2017, which was subject to an annual increase of 5% for subsequent years; and

WHEREAS, the current contract with a cost of \$2,302.09 (hosting and support \$1,823.26; certificate \$165.38) will expire on February 29, 2024; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the Renewal Agreement for the Freeport Electric Core Subsite Hosting and Support and the SSL Certificate with CivicPlus for a one-year term running from March 1, 2024 to February 28, 2025, for a fee of \$2,854.60 (subject to an annual 5% increase in fees); and

WHEREAS, the contract will be charged to account E7856000 578100 (Electric Website); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a renewal agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502, for a one-year term running from March 1, 2024 to February 28, 2025, for a fee of \$2,854.60.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor

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

DIRECTIVE

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

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

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

WHEREAS, the Electric Utility contracted with CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 to host the Utility's website which was approved by the Board starting March 1, 2017; and

WHEREAS, said agreement included an annual service fee of \$1,575.00 commencing March 1, 2017, which was subject to an annual increase of 5% for subsequent years; and

WHEREAS, the current contract with a cost of \$1,988.64 (hosting and support \$1,823.26; certificate \$165.38) will expire on February 28, 2021; and

WHEREAS, the Superintendent of Electric Utilities would like to extend the contract for an additional 3 years; and

WHEREAS, the cost is \$2,088.06 (hosting and support \$1,914.42; certificate \$173.64) for a term running from March 1, 2021 to February 28, 2022, a total of \$2,192.47 (hosting and support \$2,010.14; certificate \$182.33) for the term running from March 1, 2022 to February 28, 2023, and a total of \$2,302.09 (hosting and support \$2,110.64; certificate \$191.45) for the term running from March 1, 2023 to February 29, 2024; and

WHEREAS, the contract will be charged to account E7856000 578100 and there are sufficient funds available to cover the cost; and

NOW THEREFORE BE IT RESOLVED, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 for a term of three years effective March 1, 2021 to February 29, 2024 at the costs listed above.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities August 12, 2015
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of August 10, 2015:

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

WHEREAS, the Freeport Electric Utility's website is in need of an update to make it easier both for residents to use and for the Utility to make changes when necessary; and

WHEREAS, CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502, is one company with the ability to update and host the Freeport Electric website; and

WHEREAS, CivicPlus has agreed to have the initial project development part of the contract run from August 10, 2015 through February 28, 2017, at a cost of \$5,000 to be billed at \$2,500 when the contract is signed, with the balance of the contract invoiced on March 1, 2016, with an annual service fee of \$1,575 beginning on March 1, 2017 subject to an annual 5% increase in subsequent years; and

WHEREAS, the cost for this service will be charged to account E7856000 578100 (Electric Website); and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to execute any and all documentation necessary to effectuate a contract with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502, to update the Electric Utility's website at a cost of \$5,000 for a term running from August 10, 2015 through February 28, 2017, with an annual service fee of \$1,575 beginning on March 1, 2017 subject to an annual 5% increase in subsequent years.

The Clerk polled the Board as follows:

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

Copy to:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: March 7, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Agreement – The Roffe Group of Robinson+Cole

Attached is an agreement between the Inc. Village of Freeport and The Roffe Group of Robinson+Cole (“the firm”). Under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member. The Village will be paying the firm directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. Freeport’s portion is a fixed fee of \$1,410.00 plus 23.5% of the miscellaneous expenses incurred. There was an increase of \$235.00/month in anticipation of additional services to be provided. The contract period is from March 1, 2025 through February 28, 2026.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve the agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, effective March 1, 2025 through February 28, 2026 for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred. 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). There are sufficient funds available for this expense.

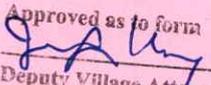


Eric Rosmarin
Superintendent of Electric Utilities

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

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to approve a Consultant Agreement for lobbying services; 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 Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular government relations lobbying; and

WHEREAS, under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member; and

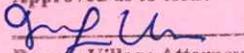
WHEREAS, the Village will be paying the firm, The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2025 through February 28, 2026, for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred; and

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 is hereby authorized to execute the Consultant Agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2025 through February 28, 2026, for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred.

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 July 30, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 29, 2024:

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

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to approve the letter agreement for lobbying services; and

WHEREAS, the agreement confirms that the Inc. Village of Freeport is a third-party beneficiary to the March 1, 2024 agreement ("Agreement") reached between the New York Association of Public Power and The Roffe Group of Robinson+Cole ("the firm"); and

WHEREAS, under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member; and

WHEREAS, the Village will be paying the firm, The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2024 through February 28, 2025, for the cost of \$14,100.00 (a fixed fee of \$1,175.00 per month) plus 23.5% of the miscellaneous expenses incurred; 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 authorized to execute the letter agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2024 through February 28, 2025, for the cost of \$14,100.00 (a fixed fee of \$1,175.00 per month) plus 23.5% of the miscellaneous expenses incurred.

The Clerk polled the Board as follows:

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

cc:

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

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

THE ROFFE GROUP OF ROBINSON+COLE

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"), THE ROFFE GROUP OF ROBINSON+COLE, with an office located at 111 Washington Avenue, Third Floor, Albany, NY 12210 (hereinafter referred to as "ROFFE GROUP"):

WITNESSETH:

WHEREAS, ROFFE GROUP certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular government relations lobbying;

WHEREAS, ROFFE GROUP 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 ROFFE GROUP as an independent contractor, and ROFFE GROUP 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 ROFFE GROUP for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by ROFFE GROUP under this Agreement, the IVF shall pay ROFFE GROUP a fee not to exceed \$16,920.00 plus expenses. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

ROFFE GROUP shall provide expert government affairs and lobbying services for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

ROFFE GROUP shall devote such time, attention and energies to the IVF as is required. ROFFE GROUP 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 ROFFE GROUP shall not disclose any information, IVF documents and/or other information given to or acquired by ROFFE GROUP in the course of performing its duties.

6. Expenses.

ROFFE GROUP is authorized to incur reasonable expenses related to ROFFE GROUP's performance of the aforesaid duties. The IVF will reimburse ROFFE GROUP for all reasonable expenses authorized by the IVF upon the presentation by ROFFE GROUP, 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. ROFFE GROUP 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.

ROFFE GROUP acknowledges and agrees that this contract shall not give or extend to ROFFE GROUP 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 ROFFE GROUP under the terms of this Agreement. Moreover, ROFFE GROUP will hold the IVF harmless for any automobile liability that may occur on IVF property. ROFFE GROUP further acknowledges and agrees that ROFFE GROUP 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, ROFFE GROUP is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to ROFFE GROUP.

9. Assignment.

This Agreement may not be assigned by ROFFE GROUP 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

THE ROFFE GROUP OF ROBINSON+COLE
111 Washington Avenue, Third Floor
Albany, NY 12210

11. *Confidentiality.*

ROFFE GROUP 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.*

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

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

THE ROFFE GROUP OF ROBINSON+COLE

BY:

Andrew S. Roffe
ANDREW S. ROFFE, PRESIDENT

Approved as to form
[Signature]
Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: March 10, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Bid Recommendation - #25-03-ELEC-734
75,000 Gallons, More or Less, Ultra Low Sulfur Diesel – Power Plant 1

Nine (9) bid packages were distributed to various vendors for the above referenced bid. At the bid opening on March 4, 2025, the Electric Department received one bid response for the 75,000 Gallons, More or Less, Ultra Low Sulfur Diesel – Power Plant 1. Sprague Operating Resources LLC was the only responsive and responsible bidder. The one exception listed is acceptable to the Electric Department.

The term of this contract will be from March 1, 2025 to February 28, 2027 with a one year extension option subject to the mutual consent of both parties. The contract term may be further extended up to two (2) months.

Company	Delivered Cost per Gallon Over Argus ULSD Average (NYHB) NY Harbor Barge
Sprague Operating Resources LLC	+\$0.1821

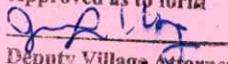
It is the recommendation of the Superintendent of Electric Utilities that the bid for 75,000 Gallons, More or Less, Ultra Low Sulfur Diesel – Power Plant 1 be retroactively awarded to the lowest responsible and responsive bidder meeting specifications - Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801 for the Argus ULSD Average (NYHB) NY Harbor Barge pricing plus \$0.1821/gallon delivered to Freeport for a term starting March 1, 2025 to February 28, 2027, with a one year extension option subject to the mutual consent of both parties. The contract term may be further extended up to two (2) months. The cost of the fuel will be charged to Account #E7141001 510000 (Fuel Oil). There are sufficient funds available to cover 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 as to form

Deputy Village Attorney

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

WHEREAS, on February 10, 2025, the Board authorized the Village Clerk to advertise a Notice to Bidders, for the “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, Bid #25-03-ELEC-734; and

WHEREAS, nine (9) bid packages were distributed to various vendors for the referenced bid; and

WHEREAS, the lowest and responsible bidder was submitted by Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, for the Argus ULSD Average (NYHB) NY Harbor Barge pricing plus \$0.1821/gallon delivered to Freeport; and

WHEREAS, the contract term will be for a retroactive term from March 1, 2025 to February 28, 2027, with a one-year extension option subject to the mutual consent of both parties; and

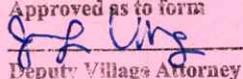
WHEREAS, the termination of the contract may be further extended up to two (2) months beyond the termination date; and

WHEREAS, the cost of the oil will be charged to Account #E7141001 510000 (Fuel Oil) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, Bid #25-03-ELEC-734, to Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, for the Argus ULSD Average (NYHB) NY Harbor Barge pricing plus \$0.1821/gallon delivered to Freeport, for a retroactive term from March 1, 2025 to February 28, 2027, with a one-year extension option subject to the mutual consent of both parties, and may be further extended up to two (2) months beyond the termination date.

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 February 11, 2025
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 10, 2025:

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

WHEREAS, the Electric Department is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders, for the “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, Bid #25-03-ELEC-734; and

WHEREAS, the specifications cover a two-year term with the right to extend the contract up to one (1) additional year; and

WHEREAS, the termination of the contract may be further extended up to two (2) months beyond the termination date; and

WHEREAS, the cost of the oil will be charged to Account #E7141001 510000 (Oil) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders, for the “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, Bid #25-03-ELEC-734, in the Freeport Herald and other relevant publications of general circulation on February 13, 2025, with specifications available from February 18, 2025, to February 28, 2025, with a return date of March 4, 2025.

The Clerk polled the Board as follows:

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

cc:

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

VILLAGE OF FREEPORT

Nassau County, New York



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

BID #25-03-ELEC-734

**MAYOR
ROBERT T. KENNEDY**

TRUSTEES

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

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



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

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75,000 GALLONS, MORE OR LESS, ULTRA LOW SULFUR DIESEL – POWER PLANT 1

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NOTICE TO BIDDERS

**75,000 GALLONS, MORE OR LESS,
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for “75,000 GALLONS, MORE OR LESS, ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1” until 11:00 A.M. on Tuesday, March 4, 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. Bids will be available from 9:00 A.M. on Tuesday, February 18, 2025, until 4:00 P.M. on Friday, February 28, 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
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – February 13, 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:
“75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department from **9:00 A.M. on Tuesday, February 18, 2025, until 4:00 P.M. on Friday, February 28, 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 remain attached hereto as one of the bid documents and shall be submitted in a sealed envelope clearly marked “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, together with the name of the bidder.

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

5. DELIVERY OF PROPOSALS

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

Taylor D’Orta, Buyer
Purchasing Department
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 Dept.

12. CORRECTIONS

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

13. WITHDRAWAL

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

14. SUBLETTING OR ASSIGNING THE CONTRACT

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

15. MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to make more than one proposal for the same work. A person, firm or corporation who has submitted a proposal to a bidder, or who has

quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

16. **AGREEMENT**

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

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

17. **GUARANTEE**

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

18. **RIGHT TO REJECT BIDS**

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

19. **EXECUTION**

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

20. **DELIVERY**

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

21. **STATE OF NEW YORK PREVAILING WAGES**

Attached in the Appendix is the current schedule of the prevailing wage rates and prevailing hourly supplements for fuel delivery.

DETAILED SPECIFICATIONS

SPECIFICATION
FOR
75,000 GALLONS, MORE OR LESS,
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1
2025 - 2027

INC. VILLAGE OF FREEPORT

ELECTRIC DEPARTMENT

(Freeport Electric)

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

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

PERIOD COVERED:

Terms and duration of this contract will be from March 1, 2025 through February 28, 2027. The Village reserves the right to extend the contract up to an additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

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

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

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

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

1.2 ESTIMATED QUANTITIES:

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

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

1.3 DELIVERY:

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

1.4 TESTING:

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

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

1.4.2 The Village will draw samples and test oil deliveries.

1.5 PRICE:

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

1.6 INSURANCE:

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

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

1.7 TERMS:

Terms and duration of this contract will be from March 1, 2025 through February 28, 2027. The Village reserves the right to extend the contract up to one (1) additional year. However, the

termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

1.8 CONDITIONS:

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

1.9 PAYMENT:

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

1.10 EXCEPTIONS:

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

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

DATE: February 27, 2025

NAME: Sprague Operating Resources LLC

ADDRESS: 185 International Drive

Portsmouth, NH 03801

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

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

PROPOSAL - CONT'D

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

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

BIDDER:
Sprague Operating Resources LLC

BIDDER'S ADDRESS:
185 International Drive, Portsmouth, NH 03801

BIDDER'S F.E.I.N.:
02-0415440

BIDDER'S TELEPHONE (DAY):
800-880-6037

(NIGHT - EMERGENCY):

FAX NUMBER:
914-328-6711

SIGNED BY:  Joseph S. Smith

TITLE:
Vice President

DATE:
February 27, 2025

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

NAME & TITLE	ADDRESS
N.A.	

NAME OF BIDDER:
Sprague Operating Resources LLC

BUSINESS ADDRESS OF BIDDER:
185 International Drive, Portsmouth, NH 03801

DATED: THE 27th DAY OF February, 2025

REFERENCES

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

1)
Name: Marc Rosen
Company: Metropolitan Transit Authority
Address: 333 West 34th Street
New York, NY 10001

Phone: 646-376-0258

2)
Name: Frederick Reuter
Company: New York City Transit Authority
Address: 25 Jamaica Ave, Room 27
Brooklyn, NY 11207

Phone: 718-927-7756

3)

Name: Sandra Fernandez

Company: State of New York - Office of General Services

Address: Empire State Plaza, Corning Tower, 38th FL.

Albany, NY 12242

Phone: 518-473-2545

BID PROPOSAL

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

Name of Bidder: Sprague Operating Resources LLC

Address: 185 International Drive

City & State: Portsmouth, NH 03801

Telephone No.: 877-689-1880

Fax No.: 914-328-6711

Email: Contractmgmt@spragueenergy.com

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

(A) Argus ULSD Average (NYHB) New York Harbor Barge: \$2.4298

Date of Posting: February 21, 2025

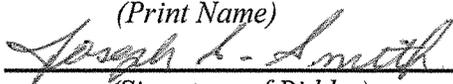
Base Price = (Low & High) = \$2.4298 cents/Gallon

(B) Increase or Decrease Cost Per Gallon

Delivered to Freeport:	<u>Plus</u>	<u>\$.1821</u>	<u>cents/Gallon</u>
If this does not apply write	<u>Minus</u>	<u>None</u>	<u>cents/Gallon</u>
None in the space provided	<u>Total</u>	<u>\$2.6119</u>	<u>cents/Gallon</u>

Two Dollars and 6119/100's

(Write Total Amount In Words)

<u>Joseph S. Smith</u>	<u>Vice President</u>	<u>877-689-1880</u>
<i>(Print Name)</i>	<i>(Title)</i>	<i>(Telephone No.)</i>
	<u>Vice President</u>	<u>02/27/25</u>
<i>(Signature of Bidder)</i>	<i>(Title)</i>	<i>(Date)</i>

Note:

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

PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT BID THIS ITEM.

APPENDIX B – PREVAILING WAGES



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Freeport
Donna Barr
220 W Sunrise Hwy
Freeport NY 11520

Schedule Year 2024 through 2025
Date Requested 01/29/2025
PRC# 2025900114

Location Power Plant 1
Project ID# 25-03-ELEC-734
Occupation Type(s) Fuel Delivery

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2024 through June 2025. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employment Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Freeport
Donna Barr
220 W Sunrise Hwy
Freeport NY 11520

Schedule Year 2024 through 2025
Date Requested 01/29/2025
PRC# 2025900114

Location Power Plant 1
Project ID# 25-03-ELEC-734
Occupation Type(s) Fuel Delivery

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill-out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); if a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County Article 9

Fuel Delivery

01/01/2025

JOB DESCRIPTION Fuel Delivery

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/2024
\$ 32.45

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.44

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) Contracting Agency Architect or Engineering Firm Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5).</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> 01 DOT</td> <td><input type="checkbox"/> 07 City</td> </tr> <tr> <td><input type="checkbox"/> 02 OGS</td> <td><input type="checkbox"/> 08 Local School District</td> </tr> <tr> <td><input type="checkbox"/> 03 Dormitory Authority</td> <td><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td> </tr> <tr> <td><input type="checkbox"/> 04 State University Construction Fund</td> <td><input type="checkbox"/> 10 Village</td> </tr> <tr> <td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td> <td><input type="checkbox"/> 11 Town</td> </tr> <tr> <td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td> <td><input type="checkbox"/> 12 County</td> </tr> <tr> <td></td> <td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td> </tr> </table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
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	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)														

<p>3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <table style="width: 100%; border: 1px solid black;"> <tr> <td style="width: 70%; padding: 5px;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td> <td style="width: 30%; padding: 5px;">OFFICE USE ONLY</td> </tr> </table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY		

B. PROJECT PARTICULARS

<p>5. <u>Project Title</u> _____</p> <p><u>Description of Work</u> _____</p> <p><u>Contract Identification Number</u> _____</p> <p><u>Note: For NYS units, the OSC Contract No.</u> _____</p>	<p>6. Location of Project:</p> <p>Location on Site _____</p> <p>Route No/Street Address _____</p> <p>Village or City _____</p> <p>Town _____</p> <p>County _____</p>
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<p>7. Nature of Project - Check One:</p> <p><input type="checkbox"/> 1. New Building</p> <p><input type="checkbox"/> 2. Addition to Existing Structure</p> <p><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</p> <p><input type="checkbox"/> 4. New Sewer or Waterline</p> <p><input type="checkbox"/> 5. Other New Construction (Explain)</p> <p><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</p> <p><input type="checkbox"/> 7. Demolition</p> <p><input type="checkbox"/> 8. Building Service Contract</p>	<p>8. OCCUPATION FOR PROJECT :</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td> <td><input type="checkbox"/> Fuel Delivery</td> </tr> <tr> <td><input type="checkbox"/> Tunnel</td> <td><input type="checkbox"/> Guards, Watchmen</td> </tr> <tr> <td><input type="checkbox"/> Residential</td> <td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td> </tr> <tr> <td><input type="checkbox"/> Landscape Maintenance</td> <td><input type="checkbox"/> Moving furniture and equipment</td> </tr> <tr> <td><input type="checkbox"/> Elevator maintenance</td> <td><input type="checkbox"/> Trash and refuse removal</td> </tr> <tr> <td><input type="checkbox"/> Exterminators, Fumigators</td> <td><input type="checkbox"/> Window cleaners</td> </tr> <tr> <td><input type="checkbox"/> Fire Safety Director, NYC Only</td> <td><input type="checkbox"/> Other (Describe)</td> </tr> </table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery	<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen	<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators	<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal	<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners	<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)
<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery														
<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen														
<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators														
<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment														
<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal														
<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners														
<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)														

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester	Signature
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NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has **WILLFULLY** failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	ECO CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 14, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

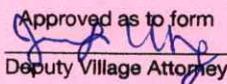
Re: Request to Purchase 50' Fully Hydraulic Derrick, Rear Mount
Sourcewell Contract #110421-ALT

The Electric Department is in need of a 50' fully hydraulic derrick, rear mount. Attached for your review is a quote for the derrick from Altec Industries, Inc. under Sourcewell Contract #110421-ALT. This derrick will replace a 1986 model (Truck 226) which is past end of life. Truck 226 is the only truck we have with a large capacity bed winch. Without a digger derrick with a bed winch, we are unable to pull underground cable on any of our major underground circuits, such as those on Main St., Grand Ave. and Sunrise Hwy. The new truck is also necessary for any underground emergency response work, microgrid work, and 4kv-15kv upgrade work. In addition, this truck will be the workhorse for setting poles throughout the Village.

Altec Industries, Inc. is a member of the Sourcewell cooperative and is able to provide the 50' fully hydraulic derrick, rear mount. Sourcewell is a national cooperative purchasing agreement that allows municipalities to award contracts based on Sourcewell's established competitive solicitations. This type of purchase is consistent with Village and State procurement guidelines.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve the purchase of a 50' fully hydraulic derrick, rear mount from Altec Industries, Inc., 5610 Corporate Drive, St. Joseph, MO 64507 under Sourcewell contract #110421-ALT, for a cost not to exceed \$371,747.00. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this purchase. The cost will be financed from Work Order #2509.01 Class #398. There are sufficient funds available for this expense.


Eric Rosmarin
Superintendent of Electric Utilities

Approved as to form

Deputy Village Attorney

ER:db

Attachment

Cc: Howard Colton, Village Attorney
Taylor D'Orta, Buyer
Peggy Lester, Mayor's Office

Pamela Walsh Boening, Village Clerk
Alvin McDaniel, Comptroller

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

WHEREAS, the Electric Department is in need of a 50' fully hydraulic derrick, rear mount; and

WHEREAS, this derrick will replace a 1986 model (Truck 226) which is past end of life; and

WHEREAS, a quote for the pole trailer from Altec Industries, Inc. (under Sourcewell Contract #110421-ALT), 5610 Corporate Drive, St. Joseph, MO 64507, for a cost not to exceed \$371,747.00; and

WHEREAS, Altec Industries, Inc. is a member of the Sourcewell cooperative, and Sourcewell is a national cooperative purchasing agreement that allows municipalities to award contracts based on Sourcewell's established competitive solicitations; and

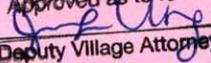
WHEREAS, this type of purchase is consistent with Village and State procurement guidelines; and

WHEREAS, the cost will be financed as follows under expense code E 110000 from Work Order Work Order #2509.01 Class #398 and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be is hereby authorized to sign any documentation necessary for the purchase of a 50' fully hydraulic derrick, rear mount from Altec Industries, Inc. 5610 Corporate Drive, St. Joseph, MO 64507, for a cost not to exceed \$371,747.00.

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



Quote Number: 1662386
 Opportunity Number: 24117784
 Sourcewell Contract #: 110421-ALT
 Date: 1/30/2025

Quoted for: Village of Freeport
 Customer Contact:
 Phone / Email:

Quoted by: Lucinda Oliver
 Phone / Email:

Altec Account Manager: Peyton Chadwick

REFERENCE ALTEC MODEL		Sourcewell Price
DH50	50' Fully Hydraulic derrick, rear mount	\$329,955
Will be model DH48H; reference open market items		

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$1,066
2	HRS	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick Couplings that Come with the Lower Tool Circuit. When it is an available option, Lower Tool Circuit Must be Ordered Separately.	\$2,088
3			
4			
5			
6			
7			
8			
9			
10			
SOURCEWELL OPTIONS TOTAL:			\$333,109

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	DH48H ILO DH50H	-\$1,451
2	UNIT & HYDRAULIC ACC		\$22,773
3	BODY		\$11,570
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS		\$1,729
8	OTHER	On Site Inspection	\$2,000
OPEN MARKET OPTIONS TOTAL:			\$36,621

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$369,730.00
Delivery to Customer: \$2,017.00
Extended Warranty:
FET:
CA Doc/Admin/Tire Fees:
Estimated Taxes (___%):
TOTAL FOR UNIT/BODY/CHASSIS: \$371,747.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION:



January 30, 2025
Our 95th Year

Ship To:
VILLAGE OF FREEPORT
46 NORTH OCEAN AVE
FREEPORT, NY 11520
US

Bill To:
VILLAGE OF FREEPORT
46 NORTH OCEAN AVE
FREEPORT, NY 11520
United States

Attn:
Phone: 516-377-2220
Email:

Altec Quotation Number: 1662386 - 2
Account Manager: Peyton Chadwick
Technical Sales Rep: Lucinda T Oliver

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model DH48H Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features:	1	
	A. Maximum Sheave Height: 48.5 ft		
	B. Maximum Horizontal Reach : 38.9 ft		
	C. Maximum Digging Radius: 27.6 ft		
	D. Articulation: From 80 degrees above horizontal to 20 degrees below horizontal		
	E. Winch: 15,000 pound bare drum capacity turntable winch with 8.625 diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding		
	F. Insulated: 46 kV and below		
	G. Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved.		
	H. Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.		
	I. System pressure gauges mounted on main control stations.		
	J. Passive zone rating system with visual light indicators to show instability of unit (only when mounted on single axle chassis)		
	K. Transferable Boom Flares include adjustable alignment guides.		
	L. Pole Guides: proportionally controlled hydraulic cylinders drive open/close and tilt functions and include double pilot operated check valves to support poles in both tilt directions. Also includes two function pole guide interlock preventing any collisions between the pole guide and upper boom when the transferable flares are attached to the intermediate boom.		
	M. Fiberglass Boom Tip with provisions for platform attachment.		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
N.	Two-part load line attachment point on intermediate boom.		
O.	Full capacity fiberglass upper boom is round and is fabricated using a Centrifically Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage.		
P.	Proportional Fully-Hydraulic Control System: The pilot operated hydraulic system provides easy to operate controls with superior metering. Hydraulic control valves for Rotation, Boom Elevation, Boom Extension, Digger and Winch are fully hydraulic and controlled by a proportional pilot system which provides full metering and feathering characteristics.		
R.	Hydraulic Dump Valve installed in pedestal: Provides extra protection by diverting hydraulic flow away from the main control valve when unit is idle. Dump valve solenoid is electronically activated when a function is operated.		
S.	Boom Storage Protection System: switch on main boom activates hydraulic overload protection system to prevent operator from inadvertently placing excessive down force on boom stow bracket.		
T.	Continuous rotation including planetary drive rotation gearbox. With booms horizontal and fully extended, unit is able to rotate a 500 lbs load on winch line at boom tip up a 5 degree slope.		
U.	Manual Override of Hydraulic Functions at main control valve.		
V.	Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.		
W.	Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.		
X.	Outrigger Control Valves, located at tailshelf		
Y.	Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion.		
Z.	Back-up Alarm, installed		
AA.	Tool outlets at tailshelf tool control valve is integral to the outrigger control valve on the vehicle curbside.		
AB.	Two (2) Operator and Maintenance/Parts Manuals containing instructional markings indicating hazards inherent in the operation of an aerial device		
AC.	Painted white with Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of all fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
AD.	Unit meets or exceeds ANSI 10.31-2006. Unit serial number placard clearly states compliance.		
AE.	Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.		
2.	Pilot Control System	1	
3.	Rear Mount Over Rear Axle for DH	1	
4.	Traditional 6-lever riding seat with side entry	1	
5.	31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
6.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1	
7.	Audible HOP Indicator	1	
8.	8 - Turntable Winch	1	
9.	11 - Normal winch speed (15,000 lbs)	1	
10.	94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed	1	
11.	2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft	1	
12.	88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System	1	
13.	Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.	1	
14.	175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)	1	
15.	Standard Pole Guides for 18.00 in Dia Pole Maximum	1	
16.	No Derrick Tong Protectors	1	
17.	Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.	1	
18.	Zone Rating System	1	
19.	Manual Hydraulic Outrigger Controls	1	
20.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units	1	
21.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes:	1	
	A. Maximum Spread: 153 inches measured from centerline of shoe pins		
	B. Penetration at maximum extension: 6.5 inches (for standard installation on a 40 inch frame height)		
	C. Standard Shoe Dimensions: 14 x 15.25 inches		
	D. Hydraulic Outrigger Control Valves		
	E. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.		
	F. Outrigger motion alarms		
	G. Outrigger Interlocks: Will not allow the unit to be operated until the outriggers have		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	been at least partially deployed.		
22.	Powder coat unit Altec White.	1	
<u>Unit & Hydraulic Acc.</u>			
23.	Dirt Auger 18 Inch DIA With 2-1/2 In Hex X 104 Inch L Single Flight (Painted Black)	1	
24.	Winch Rope For Turntable Winch 130 Ft Long x 1 Inch Dia	1	
25.	Load Line Swivel Hook 8-1/2 In Ton	1	
26.	DH Series Derrick Subbase (Rigid)	1	
27.	60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings	1	
28.	Hydraulic Oil, HVI-22 (Standard)	75	
29.	Standard Pump for PTO	1	
30.	Hot Shift PTO (for Automatic Transmission)	1	
31.	Altec PTO/Transmission Functionality with Winch Recovery for Allison Automatic Transmissions: -Once the PTO switch is on and transmission is in first, neutral, or reverse the PTO will engage. -Once the Parking Brake is engaged and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced into neutral. -PTO will disengage when RPM limits are exceeded (chassis speed of approximately 5 mph).	1	
32.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
33.	Bed Mounted Hydraulic Winch, 20,000 LB Pull Rating, Braden AH57, Two Speed, Extended Shaft, For installation in bed of truck Mounted at bulkhead, to feed through bed under turret	1	
34.	Winch Cable Custom Option 1 Winch Cable with Shackle, IWRC 6 X 36, 1/2 Inch Dia, 800 Ft L minimum	1	
35.	Winch Control, In-Cab, Electrohydraulic, Single Axis Control Lever (Meterable)	1	
36.	Altec recommends any connection made to the tool circuit be done with Non-Conductive	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.		
37.	Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return)	1	
38.	50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Altec Preferred)	1	
39.	Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Bottom Payout) mounted curbside rear, payout to rear	1	
40.	Manual Outrigger Valve Installation, Derricks	1	
41.	Unit Installation Components.	1	
	<u>Body</u>		
42.	Altec Body	1	
43.	Steel Body	1	
44.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications: <ul style="list-style-type: none"> A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction. D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. F. Steel Treated For Improved Primer Bond And Rust Resistance. G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing. H. B-Line Channel Installed In Compartments 	1	
45.	Smooth Galvanneal Steel Floor	1	
46.	Service Line With Step (SLS)	1	
47.	Finish Paint Body Custom Color (Provide Color And Code) Red to match chassis 2632, Victory Red	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
48.	Undercoat Body	1	
49.	144" Estimated Body Length (Engineering To Determine Final Length)	1	
50.	94" Body Width	1	
51.	46" Body Compartment Height	1	
52.	18" Body Compartment Depth	1	
53.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
54.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1	
55.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	9	
56.	Stainless Steel Rotary Paddle Latches With Keyed Locks	9	
57.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
58.	Standard Master Body Locking System	9	
59.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
60.	Two Chock Holders In Fender Panel On Curbside Of Body	1	
61.	Two Chock Holders In Fender Panel On Streetside Of Body	1	
62.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
63.	Two Hotstick Brackets On Streetside	1	
64.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
65.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
66.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
67.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
68.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
69.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
70.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
71.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
72.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers	2	
73.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	21	
74.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
75.	Rear Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
76.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
77.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles	1	
78.	3rd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
79.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
80.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
81.	Rear Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
82.	24" L Steel Tailshelf, Width To Match Body	1	
83.	3" Fixed Steel Retaining Rail On Sides And 4" Removable Wood At Rear Of Tailshelf	1	
84.	Smooth Galvanneal Steel Tailshelf	1	

Body and Chassis Accessories

85.	Dock Bumpers (Pair), Rectangular, installed at Rear Frame Rail at the furthest point back	1	
86.	Set of Safety Chain Eye Bolts	1	
87.	Swivel Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 11-Bolt T-Mount (T-125 Style)	1	
88.	Underride Protection Bumper, Installed at Rear	1	
89.	Rigid Step, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
90.	Riding Seat Access Step	1	
91.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
92.	Lower Boom Rest	1	
93.	Wood Outrigger Pad, 24 x 24 x 2.5 with Rope Handle (Reforge/Altec Preferred)	4	
94.	Outrigger Pad Holder, 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	4	
95.	Pendulum Retainers For Outrigger Pad Holders	1	
96.	Outrigger Control Guards, Underhung Tailshelf Mount (Altec Preferred)	1	
97.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
98.	Mud Flaps with Altec Logo (Pair)	1	
99.	5 LB Fire Extinguisher with Light Duty Bracket Shipped Loose (Amerex #B402T)	1	
100.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
101.	Slope Indicator Assembly (Pair) for Machine with Outrigger	1	
102.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	

Electrical Accessories

103.	Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab	1	
104.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
105.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) Class II (Permit May Be Required) (Altec/Stock Preferred)	2	
	Mounted on boom stow, one each side		
106.	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote (Go-Light #20074GT)	1	
	mounted on boom rest streetside		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
107.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
108.	Altec Standard Multi-Point Grounding System	5	
109.	Grounding Lug, Copper, U-Shaped, Threaded located curbside, front and rear.	2	
110.	7-Way Trailer Receptacle (Pin Type)	1	
111.	Altec Standard Trailer Plug Wiring	1	
112.	Electric Trailer Brake Controller (Curt #51126)	1	
113.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
114.	Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed	1	
115.	One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle	1	
116.	Install Outrigger Interlock System In Final Assembly	1	
<u>Finishing Details</u>			
117.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
118.	Powder Coat Unit Altec White	1	
119.	Finish Paint Body Accessories Custom Color (Specify Color Code) Red to match chassis 2632, Victory Red	1	
120.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
121.	Safety and Instructional Decals English	1	
122.	Vehicle Height Placard Installed In Cab DEPS 002	1	
123.	HVI-22 Hydraulic Oil Placard	1	
124.	Dielectric Test Unit According to ANSI Requirements	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
125.	Stability Test Unit According to ANSI Requirements	1	
126.	Focus Factory Build	1	
127.	Delivery Of Completed Unit	1	
128.	Inbound Freight	1	
129.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
130.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
131.	Pre-delivery/Customer Validation Inspection Required - Onsite	1	
<u>Chassis</u>			
132.	Altec Supplied Chassis	1	
133.	Chassis	1	
134.	2027 Model Year	1	
135.	International MV607	1	
136.	Dual Rear Wheel	1	
137.	Set Back Axle	1	
138.	4x2	1	
139.	Chassis Cab	1	
140.	Regular Cab	1	
141.	Other Chassis Color 2632, Victory Red	1	
142.	Air Horn Under Cab	1	
143.	Low-Profile Hood	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
144.	AM/FM Radio	1	
145.	Cruise Control	1	
146.	122 Clear CA (Round To Next Whole Number)	1	
147.	Chassis Wheelbase Length - 193 inch	1	
148.	GVWR 33,000 LBS	1	
149.	14,000 LBS Front GAWR	1	
150.	21,000 LBS Rear GAWR	1	
151.	Spring Suspension	1	
152.	Cummins B6.7	1	
153.	Diesel	1	
154.	250 HP Engine Rating	1	
155.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
156.	Other Fuel Tank Size	1	
	15SGK FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Right Side, Under Cab		
157.	15WDG - International 7 Gallon DEF Tank (Under Cab Left Hand)	1	
158.	Other Exhaust	1	
	7BMR EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe, for Short Wheelbase		
159.	CARB Clean Idle Certification	1	
160.	EPA Clean Idle Certification	1	
161.	CARB Compliant	1	
162.	Air Brakes	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
163.	Park Brake In Rear Wheels	1	
164.	Battery Under Cab Left Hand	1	
165.	16XJV - International Dash Cutout for Switch Panel	1	
166.	International - Disallow Regen while in PTO mode (13WEV)	1	
167.	International Heavy Duty Tail Light Wiring (08HAB)	1	
168.	International Transmission Dipstick Tube Enters Curbside of Transmission (13WGH)	1	
169.	International - Pre-Wire Chassis with Cab Pass-Thru (8HBE)	1	

Additional Pricing

170.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Miscellaneous

171.	New York Vehicle Registration	1	
172.	Customer Required CARB Certification or Vehicle Operating in CARB State	1	

Unit / Body / Chassis Total	371,747.00
Additional Total	0.00
FET Total	0.00
Total	371,747.00

Altec Industries, Inc.

BY _____

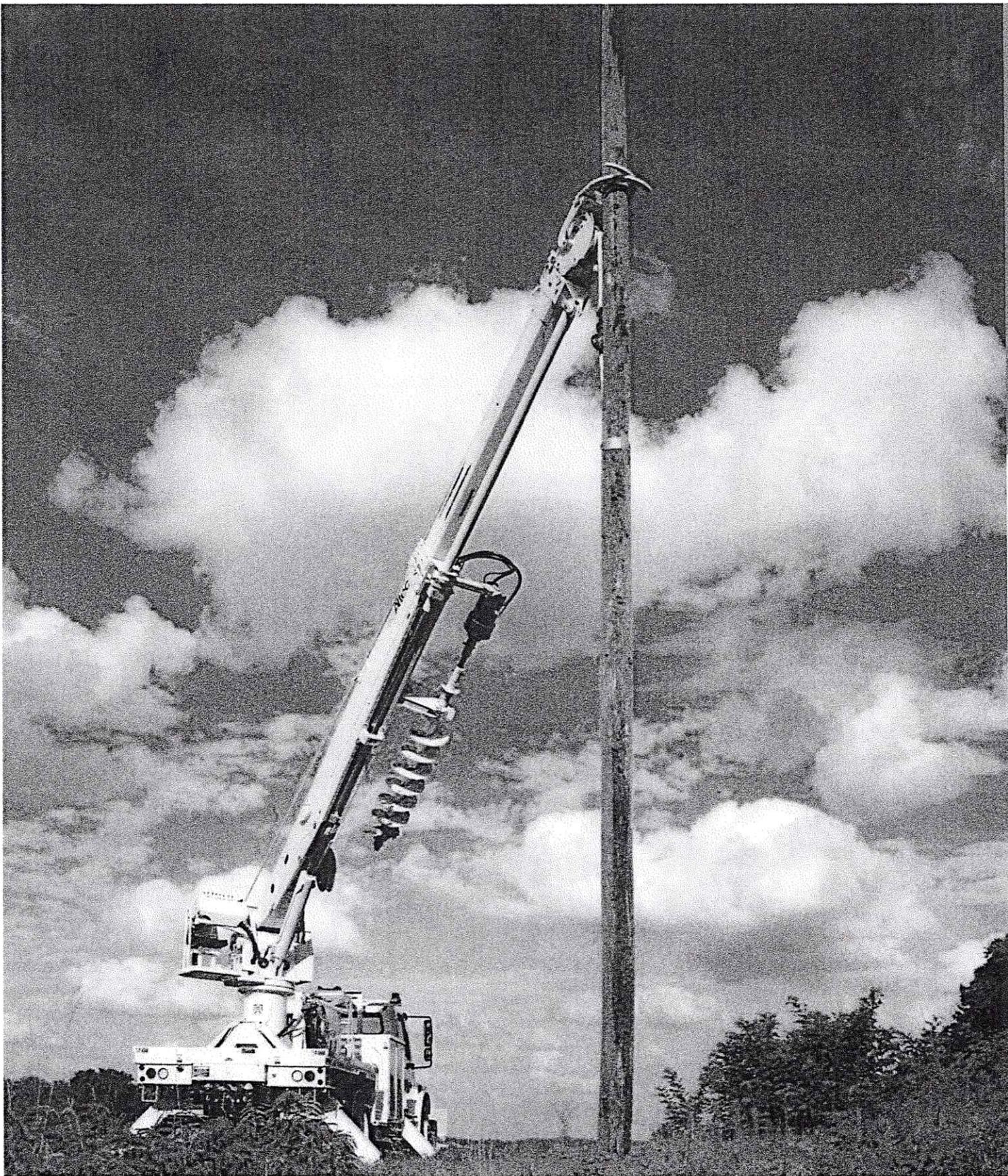
We Wish To Thank You For Giving Us The Pleasure
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UTILITY EQUIPMENT AND BODIES SINCE 1929

Lucinda T Oliver

Notes:

DH-E SERIES



FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
or visit us online at altec.com

 **Altec.**
DIGGER DERRICK

DH-E SERIES

Altec E-Series derricks provide a new level of performance, reliability, and safety. E-Series includes a 50 gpm variable displacement piston pump and valve technology that provides superior flow sharing to maximize jobsite efficiency and operator confidence. Servicing Altec's latest generation of derricks is easier than ever with E-Series CAN controls paired with the AXIS Service Interface. Advanced features like digger shift gearbox protection, HOP ramping, and point-of-use station select help to protect both the equipment and operators from common worksite hazards.

FEATURES

- Multi-Lever Control Station Riding Seat
- Five Function Hydraulic Overload Protection System (HOP) with Ramping
- E-Series Indicator Panel
- Auger Gearbox Shift Protection
- Standard/Low Speed Selector
- Proportional Hydraulic Pole Guides with Interlocks
- Push Button Outrigger Controls with Engine Start/Stop
- Engine Start/Stop at all Control Stations
- Insulating Fiberglass Third Stage, Rated to 46kV and Below
- Fiberglass Boom Tip and Transferable Steel Boom Flares
- Zone Rating System Operator Aid (if applicable)
- 15,000 lb Worm Gear Turntable Winch with Rope Guides
- Hydraulic Side Load Protection
- 12,000 ft-lbs Digger Motor, Two Speed Mechanical Shift
- Dedicated Push-Button Digger Shake
- Altec Insights, 12-months Access

OPTIONS

- Altec Opti-View® Riding Seat
- Altec Electronic Side Load Protection with Load Gauge
- Altec RotaFloat®
- Radio Remote Derrick Controls with HOP Indication
- Docking Station for Radio Upper Controls
- Integrated Single Handle Multi-Function Upper Controls
- Boom Tip Winch with Composite Boom Tip
- Corner Mount
- Pole Guide Tong Protectors
- Single or Dual Platform(s)
- Altec Insights, Lifetime Access

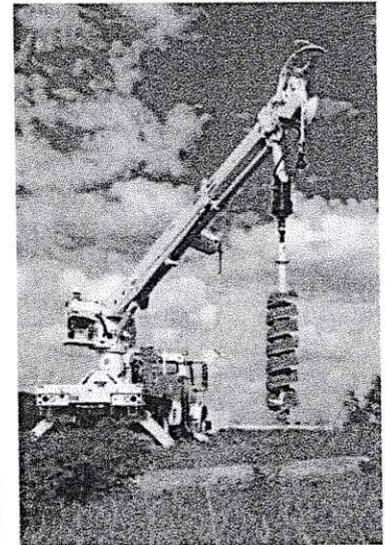
Recommended equipment and additional accessories, available through Altec Supply includes, the AXIS Service Interface Kit, a platform liner, fall protection system, wheel chocks and outrigger pads.

CONFIGURATIONS

	DH45E	DH48E	DH50E
Maximum Sheave Height* (Both Booms Extended)	45.6 ft (13.9 m)	48.5 ft (14.8 m)	50.6 ft (15.4 m)
Horizontal Reach from Centerline of Rotation (Both Booms Extended)	36.0 ft (11.0 m)	38.9 ft (11.9 m)	41.0 ft (12.5 m)
Maximum Lift Capacity	30,000 lb (13,608 kg)	30,000 lb (13,608 kg)	30,000 lb (13,608 kg)
Maximum Lift Capacity at 10 ft Radius	16,050 lb (7,280 kg)	15,670 lb (7,107 kg)	15,400 lb (6,985 kg)
Maximum Lift Capacity at Minimum Digger Radius	9,790 lb (4,441 kg)	8,954 lb (4,061 kg)	8,433 lb (3,825 kg)
Digger Radius (min - max)	16.9 ft - 25.4 ft (5.1 m - 7.7 m)	17.8 ft - 27.3 ft (5.4 m - 8.3 m)	18.5 ft - 28.7 ft (5.6 m - 8.8 m)
Boom Articulation	-20 to 80°	-20 to 80°	-20 to 80°
Rotation	Continuous	Continuous	Continuous

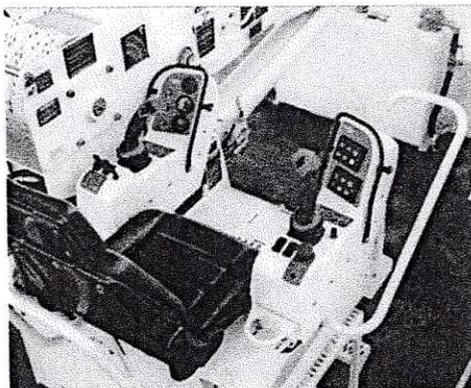
*Based on a 40 in (1016 mm) chassis frame height.

SPECIFICATIONS



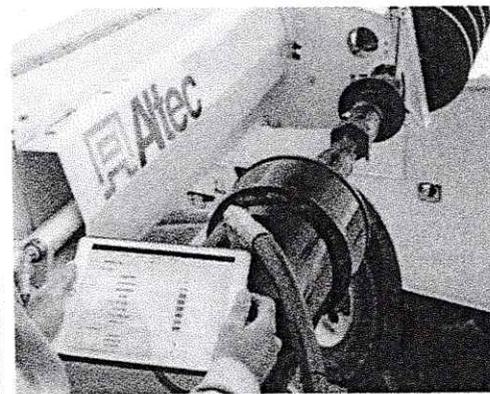
OPTI-VIEW® CONTROL SEAT

The Altec Opti-View® Control Seat increases operator comfort and provides a full view of the work area.



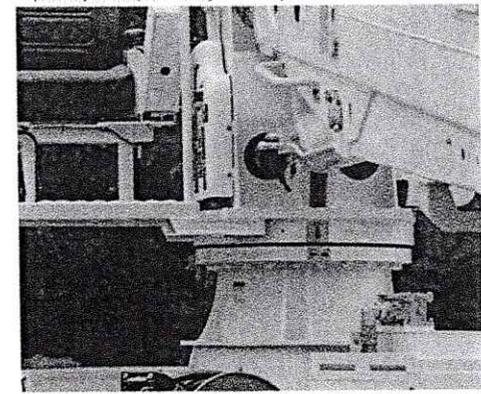
AXIS INTEGRATION

The Altec AXIS Service Tool provides an easier user interface and increased functionality to troubleshoot or calibration the machine.



ZONE RATING SYSTEM (IF APPLICABLE)

The zone rating system provides live operator feedback about the stability of the unit through indicator lights located on the boom for improved job site productivity and safety.



For more complete information on Altec products and services, visit us on the web at www.altec.com. Material and specifications are subject to change without notice. Featured units in photos may include optional features. Please contact an Altec representative for all available options. Altec® and the Altec logo are registered trademarks of Altec Inc. in the United States and various other countries and may not be used without permission.
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INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 12, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Request to Purchase Single Phase Padmounted Transformers
Sourcewell Contract #091422-WES

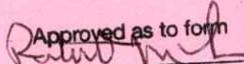
The Electric Department is in need of six single phase padmounted transformers. Attached for your review is a quote from Westco Distribution Inc. for six transformers under Sourcewell Contract #091422-WES. These types of transformers are used in several locations around the Village, in particular at several residential developments on the water. In recent years, several new installations and some replacements depleted the Electric Department's inventory of these transformers. These items were included under Bid #22-02-ELEC-600, however that contract was canceled due to the vendor's default.

The Electric Department is aware of an ongoing industry-wide distribution transformer shortage. Due to the shortage, the prices and lead times have doubled and in some cases tripled. In order to ensure sufficient inventory, we researched several options. These options included remanufactured and overseas manufactured units that the Electric Department had previously never purchased due to potential quality and reliability issues. In the end, the Electric Department discovered that the transformers available under the Sourcewell contract were actually less expensive than the remanufactured and overseas options and were available with a reasonable lead time.

Wesco Distribution, Inc. is a member of the Sourcewell cooperative and is able to provide the single phase padmounted transformers with reasonable lead times. Sourcewell is a national cooperative purchasing agreement that allows municipalities to award contracts based on Sourcewell's established competitive solicitations. This type of purchase is consistent with Village and State procurement guidelines.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve the purchase of six single phase padmounted transformers from Wesco Distribution Inc., 500 Prime Place, Hauppauge, NY 11788 under Sourcewell contract #091422-WES, for a cost not to exceed \$59,810.00. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this purchase. The cost will be financed from E 110000 (Inventory) WO #2482. There are sufficient funds available for this expense.


Eric Rosmarin
Superintendent of Electric Utilities

Approved as to form

Deputy Village Attorney

ER:db

Attachment

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

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

WHEREAS, the Electric Department is in need of six (6) single phase padmounted transformers; and

WHEREAS, these items were included under Bid #22-02-ELEC-600, however that contract was canceled due to the vendor's default; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the purchase of six (6) single phase padmounted transformers from Wesco Distribution Inc., 500 Prime Place, Hauppauge, NY 11788, under Sourcewell contract #091422-WES, for a cost not to exceed \$59,810.00; and

WHEREAS, Wesco Distribution, Inc. is a member of the Sourcewell cooperative, and Sourcewell is a national cooperative purchasing agreement that allows municipalities to award contracts based on Sourcewell's established competitive solicitations; and

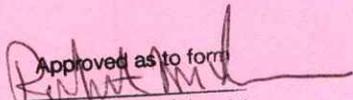
WHEREAS, this type of purchase is consistent with Village and State procurement guidelines; and

WHEREAS, the cost will be financed from E 110000 (Inventory) WO #2482 and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and is hereby authorized to sign any documentation necessary to approve for the purchase of six (6) single phase padmounted transformers from Wesco Distribution Inc., 500 Prime Place, Hauppauge, NY 11788, under Sourcewell contract #091422-WES, for a cost not to exceed \$59,810.00.

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



Pricing Schedule

Nov-24

Manufacturer	Wesco Category	% Discount or Cost + %	Structure Cost Plus
B-LINE - EATON	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	22	Disc. from TSEC
B-LINE - EATON	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	45	Disc. from TSEC
BUSSMANN - EATON	FUSES, FUSE BLOCKS & FUSE HOLDERS	51	Disc. from TSEC
BUSSMANN - EATON	FUSES, FUSE BLOCKS & FUSE HOLDERS	22	Disc. from TSEC
BUSSMANN - EATON	FUSES, FUSE BLOCKS & FUSE HOLDERS	35	Disc. from TSEC
BUSSMANN - EATON	FUSES, FUSE BLOCKS & FUSE HOLDERS	41	Disc. from TSEC
BUSSMANN - EATON	FUSES, FUSE BLOCKS & FUSE HOLDERS	47	Disc. from TSEC
BUSSMANN - EATON	FUSES, FUSE BLOCKS & FUSE HOLDERS	50	Disc. from TSEC
BUSSMANN - EATON	FUSES, FUSE BLOCKS & FUSE HOLDERS	40	Disc. from TSEC
BUSSMANN - EATON	BALLASTS	37	Disc. from TSEC
BUSSMANN - EATON	BOXES METALLIC & NON-METALLIC	37	Disc. from TSEC
BUSSMANN - EATON	BOXES METALLIC & NON-METALLIC	37	Disc. from TSEC
BUSSMANN - EATON	BOXES METALLIC & NON-METALLIC	37	Disc. from TSEC
BUSSMANN - EATON	CIRCUIT BREAKERS	40	Disc. from TSEC
BUSSMANN - EATON	CONDUIT & CABLE FITTINGS	40	Disc. from TSEC
BUSSMANN - EATON	CONDUIT & CABLE FITTINGS	40	Disc. from TSEC
BUSSMANN - EATON	CONDUIT & CABLE FITTINGS	40	Disc. from TSEC
BUSSMANN - EATON	CONDUIT & CABLE FITTINGS	40	Disc. from TSEC
BUSSMANN - EATON	CONDUIT & CABLE FITTINGS	40	Disc. from TSEC
BUSSMANN - EATON	CONTROL - OPEN & CLOSED	40	Disc. from TSEC
BUSSMANN - EATON	ENCLOSURES	40	Disc. from TSEC
BUSSMANN - EATON	LIGHTING	40	Disc. from TSEC
BUSSMANN - EATON	SAFETY SWITCHES	40	Disc. from TSEC
BUSSMANN - EATON	WIRING DEVICES	36	Disc. from TSEC
BUSSMANN - EATON	ENCLOSURES	40	Disc. from TSEC
BUSSMANN - EATON	ENCLOSURES	40	Disc. from TSEC
BUSSMANN - EATON	OPEN & CLOSED	40	Disc. from TSEC
BUSSMANN - EATON	TRANSFORMERS	40	Disc. from TSEC
BUSSMANN - EATON	WIRING DEVICES	36	Disc. from TSEC
BUSSMANN - EATON	ELECTRICAL SUPPLIES	23	Disc. from TSEC
BUSSMANN - EATON	ELECTRICAL SUPPLIES	23	Disc. from TSEC
BUSSMANN - EATON	POWER PROTECTION	10	Disc. from TSEC



Wesco | Anixter Power Distribution

Acceptance of an order resulting from this quotation is subject to final credit approval and WESCO Electric Standard Terms & Conditions of Sale available at: http://www.wesco.com/terms_and_conditions_of_sale.pdf.

Avon / Wesco Distribution is pleased to offer our quotation for the following bill of material only in accordance with our interpretation of the plans and specifications subject to approval.

This quotation is based on the listed material; any changes to the bill of materials will void the quotation.

This quotation will remain in effect for 30 days.

Shipment of this equipment will be made via common carrier of manufacturer's choice and is shipped FOB shipping point per manufacturer's freight terms, **unless otherwise listed in the bill of materials**. No special trucking such as union driver, power tailgate, liftgate, or open top truck is included in the price, again **unless otherwise listed specifically in the bill of material below**.

Handle ties for circuit breakers are by others, we cannot ensure their availability.

All products quoted are built by national manufacturers unless specifically noted as being built by a Local 3 manufacturer.

Price includes only those items specifically listed; no other materials or services are implied or included. No field start-up, testing, training, coordination study, NYC advisory board drawings, fuses, time clocks, breaker handle locks, contactors, meters or spare parts are included **unless listed as a separate line item listed in the bill of material**.

WESCO Distribution Inc will not accept any Back-Charge due to Product Back Order or Long Lead Time.

Storage and Union delivery will be negotiated at time of order.

VILLAGE OF FREEPORT - Pad Mount
Transformers

Date:2/7/2025

Sourcewell Contract #091422-WES

Total for 3 Transformers

C/N WB2A13079Y7AP05 Total Price: \$26,210.00(See attached BOM)

Total for 3 Transformers

C/N WB2A13079Y8AP03 Total Price: \$33,600.00(See attached BOM)

Thank you.

Bob Hurley / Wesco Distribution

***Lead times subject to change based on material availability**





Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Item Summary

Item #	Alt	Catalog # Customer Material #	Description	Manufacturing Lead Time (Weeks)	** Approval Drawing Lead Time (Weeks)	Qty
1.0		**WB2A13079Y7AP05**	100 kVA 13800GY/7970 240/120	18	5	3
2.0		**WB2A13079Y8AP03**	167 kVA 13800GY/7970 240/120	18	5	3

Eventual Catalog # to Order

*** Upon receipt of clean order information (see Proposal Specifics for requirements)



Eaton Power Systems Division
 1319 Lincoln Ave
 Waukesha, WI 53186 US

Item Number: 1.0

Catalog #: WB2A13079Y7AP05

Item Details

Customer RFQ Information: Email: RFQ -- dated: 2025-01-27

Catalog #: **WB2A13079Y7AP05 **

Drawing: L162XPZW

	Quantity	
	3	

kVA	100 kVA 1-Phase Pad-mount Transformer
Tank Type	Shrubline (ANSI II)
Core / Coil Design Type	Shell Type
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Frequency	60 Hz
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
High Voltage	13800GY/7970
High Voltage kV Class	15 kV Class
High Voltage BIL	95 kV BIL
Primary Configuration	Loop Feed
Taps	No Taps
Primary Bushings	200 amp, 15-35kV Cooper bushing well(s) (Qty: 2)
Load-break Switching	None
Expulsion Fuses Bayonet	Dual Sensing Bayonet Fusing (Qty: 1)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 1)
Low Voltage	240/120
Low Voltage kV Class	1.2 kV Class
Low Voltage BIL	30 kV BIL
Secondary Configuration	Radial Feed
Secondary Bushings Stud Size	1.0" Tri-Clamp Stud w/1.75" Reusable Thread (Qty: 3)
Cabinet	16in deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
Coatings	Munsell Green - Munsell 7GY 3.29/1.5
Gauges & Fittings Thermometer	Thermometer, dial-type
Gauges & Fittings	PRD, 35 SCFM (std)
Packaging	Standard Large Pallet
Tank Cover	Welded



Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Item Number: 1.0

Catalog #: WB2A13079Y7AP05

Item Details

Lead-time (Per Lead-time definition in Proposal Specifics):
Manufacturing Lead-time: 18 weeks after release of order by customer
Approval Drawing Lead-time: 5 weeks upon receipt of order

PERFORMANCE DATA:	
No Load Losses @100% - Guaranteed Average (@ 20 C)	176. Watts
Load Losses (Incl Breaker) - Guaranteed Average (@ 85 C)	876. Watts
Fluid Weight	417. lbs
Total Weight	1152. lbs
Fluid Volume	56. Gal
Overall Height	24.00 inches
Overall Width	36.25 inches
Overall Depth	40 inches
Primary Conductor Material	Aluminum
Secondary Conductor Material	Aluminum



Eaton Power Systems Division
 1319 Lincoln Ave
 Waukesha, WI 53186 US

Item Number: 2.0

Catalog #: WB2A13079Y8AP03

Item Details

Customer RFQ Information: Email: RFQ -- dated: 2025-01-27

Catalog #: **WB2A13079Y8AP03 **

Drawing: L162XPWS

		Quantity
		3

kVA	167 kVA 1-Phase Pad-mount Transformer
Tank Type	Shrubline (ANSI II)
Core / Coil Design Type	Shell Type
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Frequency	60 Hz
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
High Voltage	13800GY/7970
High Voltage kV Class	15 kV Class
High Voltage BIL	95 kV BIL
Primary Configuration	Loop Feed
Taps	No Taps
Primary Bushings	200 amp, 15-35kV Cooper bushing well(s) (Qty: 2)
Load-break Switching	None
Expulsion Fuses Bayonet	Dual Sensing Bayonet Fusing (Qty: 1)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 1)
Low Voltage	240/120
Low Voltage kV Class	1.2 kV Class
Low Voltage BIL	30 kV BIL
Secondary Configuration	Radial Feed
Secondary Bushings Stud Size	1.0" Tri-Clamp Stud w/1.75" Reusable Thread (Qty: 3)
Cabinet	16in deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
Coatings	Munsell Green - Munsell 7GY 3.29/1.5
Gauges & Fittings Thermometer	Thermometer, dial-type
Gauges & Fittings	PRD, 35 SCFM (std)
Packaging	Standard Large Pallet
Tank Cover	Welded



Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Item Number: 2.0

Catalog #: WB2A13079Y8AP03

Item Details

Lead-time (Per Lead-time definition in Proposal Specifics):
Manufacturing Lead-time: 18 weeks after release of order by customer
Approval Drawing Lead-time: 5 weeks upon receipt of order

PERFORMANCE DATA:	
No Load Losses @100% - Guaranteed Average (@ 20 C)	253. Watts
Load Losses (Incl Breaker) - Guaranteed Average (@ 85 C)	1340. Watts
Fluid Weight	492. lbs
Total Weight	1540. lbs
Fluid Volume	66. Gal
Overall Height	30.00 inches
Overall Width	33.00 inches
Overall Depth	50 inches
Primary Conductor Material	Aluminum
Secondary Conductor Material	Aluminum

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: March 14, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Request to Purchase Pole Trailer
Sourcewell Contract #110421-ALT

The Electric Department is requesting approval to purchase a pole trailer. Attached for your review is a quote for the pole trailer from Altec Industries, Inc. under Sourcewell Contract #110421-ALT. The Electric Department does not currently have a pole trailer. We are using dollies that are bolted to the pole to make them transportable. The industry standard in utility equipment now is a dedicated pole trailer for safety and quick loading capability.

Altec Industries, Inc. is a member of the Sourcewell cooperative and is able to provide us with a single electric axle trailer – 19,000 GVWR pole trailer. Sourcewell is a national cooperative purchasing agreement that allows municipalities to award contracts based on Sourcewell's established competitive solicitations. This type of purchase is consistent with Village and State procurement guidelines.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve the purchase of a single electric axle trailer – 19,000 GVWR pole trailer from Altec Industries, Inc., 5610 Corporate Drive, St. Joseph, MO 64507 under Sourcewell contract #110421-ALT, for a cost not to exceed \$26,453.00. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this purchase. The cost will be financed as follows under expense code E 110000: \$6,000.00 from Work Order #2493 Class #354; \$20,453.00 from WO #2454 Class #397. There are sufficient funds available for this expense.

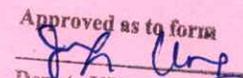


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

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

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 Electric Department is requesting Board approval for the purchase of a single electric axle trailer; and

WHEREAS, a quote for the pole trailer from Altec Industries, Inc. (under Sourcewell Contract #110421-ALT), 5610 Corporate Drive, St. Joseph, MO 64507, for a cost not to exceed \$26,453.00; and

WHEREAS, Altec Industries, Inc. is a member of the Sourcewell cooperative, and Sourcewell is a national cooperative purchasing agreement that allows municipalities to award contracts based on Sourcewell's established competitive solicitations; and

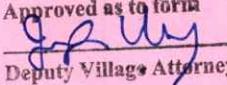
WHEREAS, this type of purchase is consistent with Village and State procurement guidelines; and

WHEREAS, the cost will be financed as follows under expense code E 110000: \$6,000.00 from Work Order #2493 Class #354; \$20,453.00 from WO #2454 Class #397 and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be is hereby authorized to sign any documentation necessary for the purchase of a single electric axle trailer from Altec Industries, Inc. 5610 Corporate Drive, St. Joseph, MO 64507, for a cost not to exceed \$26,453.00.

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



Quote Number: 1745853-1
 Opportunity Number: 25136809
 Sourcewell Contract #: 110421-ALT
 Date: 2/12/2025

Quoted for: Village of Freeport
 Altec Account Manager: Peyton Chadwick

REFERENCE ALTEC MODEL		Sourcewell Price
Trailer1	Single electric axle trailer 19,000 GVWR pole trailer	\$21,891

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
SOURCEWELL OPTIONS TOTAL:		\$21,891

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Galvanized PT 122 - 7KE	\$887
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER		
OPEN MARKET OPTIONS TOTAL:			\$887

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$22,778.00
 Delivery to Customer: \$3,675.00
TOTAL FOR UNIT/BODY/CHASSIS: \$26,453.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

Contract GM	27%
Deduct GM	27%
Labor Rate	\$99

Sourcewell Contract Quantity Discounts.

2-5 Units:	1%
6-10 Units:	1.50%
11-19 Units:	2.00%
20+ Units:	TBD at Time of Order

Trucks must be identical and purchased together to be eligible for discount

Input Material costs & Labor Hours directly from what's in configurator (MY26) - I

Unit Options

Total Price

	Description	Qty	Mtl Cost	Lbr Hrs
1		1		
2		1		
3		1		
4		1		
5		1		
6		1		
7		1		
8		1		
9		1		
10		1		
11		1		
12		1		
13		1		
14		1		
15		1		
16		1		
17		1		
18		1		
19		1		
20		1		
21		1		
22		1		
23		1		
24		1		
25		1		

Electrical Options

Total Price

	Description	Qty	Mtl Cost	Lbr Hrs
1		1		
2		1		
3		1		
4		1		
5		1		

UCode	UDescription	Commercial List Price
175T	175 four section knuckleboom crane	\$ 219,348
365T	365 four section knuckleboom crane	\$ 345,240
505T	505 six section knuckleboom crane	\$ 393,248
A77T	Non-Overcenter Telescopic Aerial Device with Material Handling (Insulated)	\$ 353,337
A77T-E93	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	\$ 503,806
AA55	Non-Overcenter Aerial Device with Material Handling (Insulated)	\$ 282,897
AA67-E100	Non-Overcenter Aerial Device with Elevator (Insulated)	\$ 535,851
AC23-95B	Hydraulic Telescopic Crane	\$ 340,811
AC30-103S	Hydraulic Telescopic Crane	\$ 420,082
AC40-152S	Hydraulic telescopic crane with Aerial operation mode, A92.2, radio remotecontrols & quick attach 1,200 lbs platform	\$ 632,565
AC45-127S	Hydraulic telescopic crane	\$ 656,387
AD108	Arm-Driven Self-Propelled Cable Handler	\$ 268,923
AF1160	132"L x 96"W x 60"H Chip dump body	\$ 137,016
AF1360	156"L x 96"W x 60"H Chip Dump Body	\$ 156,642
AF1472	168"L x 96"W x 72"H Chip Dump Body	\$ 160,966
AH100	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$ 628,176
AH125	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$ 794,462
AH150	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$ 1,274,965
AM55	Overcenter Aerial Device with Material Handling (Insulated)	\$ 277,729
AN55E-OC	Overcenter Articulating Aerial Device with Material Handling, Extended Side Reach with X-Frame Outriggers (Insulated)	\$ 272,421
AP45A	Telescopic Aerial Cable Placer (Non-Insulated)	\$ 305,779
AT200A	Telescopic Aerial Device (Non-Insulated)	\$ 135,414
AT235	Articulating Telescopic Aerial Device (Non-Insulated)	\$ 163,133
AT248F	Articulating Telescopic Aerial Device (Non-insulated)	\$ 183,447
AT335	Articulating Telescopic Aerial Device (Non-Insulated)	\$ 168,562
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$ 169,807
AT37G-NYB	NY State AT37G DOT package in lieu of standard	\$ 253,142
AT37-GW	Articulating Telescopic Aerial Device (Insulated) - Tracked Backyard - with 14,000 GVWR Trailer	\$ 165,657
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$ 228,084
AT41ME	Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm	\$ 245,155
AT41MW	Articulating Telescopic Aerial Device - Tracked Backyard with 22,000 GVWR trailer	\$ 314,284
AT41S	Articulating Telescopic Aerial Device (Non-Insulated AT41S)	\$ 234,353
AT48ME	Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm	\$ 263,786
AT48MW	Articulating Telescopic Aerial Device - Tracked Backyard with 22,000 GVWR trailer	\$ 318,471
CB-FG	Crane Service Body (Fiberglass) with Auto Crane HC-6 Mounted On Ford F550 Super Cab, Diesel, 4x4	\$ 196,911
CB-S	Crane Service Body (Steel) with Auto Crane HC-6 Mounted On Ford F550 Super Cab, Diesel, 4x4	\$ 214,481
D3060E	60' Digger Derrick	\$ 364,682
D4065B	65' Digger Derrick	\$ 385,400
DB37	Backyard Digger Derrick - Requires TRA (Trailer) Selection	\$ 194,461

DB41	41' Digger Derrick - Tracked Backyard	\$	253,245
DC1317	13" Capacity Disc Style Chipper with Kohler 74hp Diesel Engine	\$	54,820
DC47	47' Digger Derrick	\$	278,857
DH50	50' Fully Hydraulic derrick, rear mount	\$	340,160
DM47E	47' Hydraulic Digger Derrick	\$	299,247
DR41B	41' Digger Derrick - Tracked - with 30,000 LB GVWR Trailer	\$	386,401
DRM12	12" capacity drum style chipper with 74HP Kohler diesel engine	\$	57,047
DT65	65' Digger Derrick	\$	407,325
DT85	Digger Derrick	\$	622,014
EB5-132D	Enclosed line body	\$	129,327
GB5-108D	General service body (GB), built for a dual rear wheel chassis	\$	96,353
GB5-108S	General service body (GB), built for a single rear wheel chassis	\$	94,706
HD35A-22	22' Hydraulic Pressure Digger	\$	546,853
HLIW1600T	Hotline Insulator Washer	\$	232,602
HW145	Hotline Insulator Washer with Six Stage Telescopic Boom	\$	1,081,700
L45M	Overcenter Articulating Aerial Device with Material Handling (Insulated)	\$	282,242
LP108	Truck-Mounted Underground and Overhead Cable Handler	\$	589,444
LR856	Overcenter Articulating Aerial Device (Insulated)	\$	217,896
LR858RM	Overcenter Articulating Aerial Device (Insulated)	\$	234,558
LR860-E70	Overcenter Articulating Aerial Device (Insulated)	\$	262,506
LR860-E70RM	Overcenter Articulating Aerial Device Rear Mount	\$	259,325
LS49	49' Hydraulic Telescopic non-insulated aerial - work platform	\$	251,722
LS60	60' Hydraulic Telescopic non-insulated aerial - work platform	\$	307,780
LS63	63' Hydraulic Telescopic non-insulated aerial-work platform	\$	307,619
LS87	87' Hydraulic Telescopic non-insulated aerial - work platform	\$	366,599
PT3000	A 3,000 gallon stainless steel tank, chassis mounted	\$	573,039
RL9	Cable Reel Handling and Pulling Special Purpose Vehicle	\$	308,056
SK210-MP	Skid Mounted Sprayer with one 150 gallon and two 30 gallon tanks	\$	12,931
ST550	Truck Mounted Sprayer with 550-Gallon stainless steel tank body split into three compartments on Isuzu NRR diesel chassis with automatic transmission and A/C	\$	184,997
T40P	Telescopic Cable Placing Aerial Device (non-CDL)	\$	301,820
TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$	266,960
TA60	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$	290,593
TDA58	Backyard aerial device with 63' working height	\$	304,121
Trailer1	Single electric axle trailer 19,000 GVWR pole trailer	\$	22,568
Trailer2	Tandem electric axle trailer 26,000 GVWR pole trailer	\$	26,198
Trailer3	Tandem electric axle trailer 30,000 GVWR pole trailer	\$	28,509
Trailer4	16' long walk-in tool trailer	\$	49,342
Trailer5	20' long walk-in tool trailer	\$	53,257
TS20-4P	Trailer Mounted Four Drum Puller	\$	185,153
TS336-BW	Trailer Mounted 3,000 lb Bullwheel Tensioner, One Reel Carrier	\$	68,956
TS40-PT	Trailer Mounted Single Drum Puller/Tensioner Capable of Pulling up to 4,000 lbs	\$	137,402
TL42A-Gas	Teupen Tracked Aerial - Non-Insulated - 42' Working Height - Gas	\$	69,000
TL42A-Batt	Teupen Tracked Aerial - Non-Insulated - 42' Working Height - Battery	\$	74,000
TC60	Teupen Tracked Aerial - Non-Insulated - 60' Working Height	\$	112,000
TC73AiC	Teupen Tracked Aerial - Insulated - 73' Working Height	\$	235,000

TC62AiC	Teupen Tracked Aerial - Insulated - 62' Working Height	\$	230,000
TC62AiC*	Teupen Tracked Aerial - Insulated - 62' Working Height	\$	240,000
TC75A	Teupen Tracked Aerial - Non-Insulated - 75' Working Height	\$	133,000
TC92SiC	Teupen Tracked Aerial - Insulated - 92' Working Height	\$	225,000
TC98SJ	Teupen Tracked Aerial - Non-Insulated - 98' Working Height	\$	174,000
FOST610	Fiber Optic Splicing Trailer 6x10	\$	47,861
FOST712	Fiber Optic Splicing Trailer 7x12	\$	56,939
FOSV4-2	Fiber Optic Splicing Van 4x2	\$	108,903
FOSV4-4	Fiber Optic Splicing Van 4x4	\$	113,140

Sourcewell Price	Discount %	Column1	Canadian Dollar (rate of 1.38)
\$ 208,381	5%	\$	287,565
\$ 334,883	3%	\$	462,139
\$ 381,451	3%	\$	526,402
\$ 342,737	3%	\$	472,977
\$ 488,692	3%	\$	674,394
\$ 274,410	3%	\$	378,686
\$ 519,776	3%	\$	717,291
\$ 330,587	3%	\$	456,210
\$ 407,480	3%	\$	562,322
\$ 607,262	4%	\$	838,022
\$ 630,131	4%	\$	869,581
\$ 260,856	3%	\$	359,981
\$ 132,905	3%	\$	183,409
\$ 151,943	3%	\$	209,681
\$ 156,137	3%	\$	215,469
\$ 609,330	3%	\$	840,876
\$ 770,628	3%	\$	1,063,467
\$ 1,236,716	3%	\$	1,706,668
\$ 269,397	3%	\$	371,768
\$ 264,248	3%	\$	364,663
\$ 296,605	3%	\$	409,316
\$ 128,644	5%	\$	177,528
\$ 154,976	5%	\$	213,867
\$ 174,275	5%	\$	240,499
\$ 160,134	5%	\$	220,985
\$ 161,317	5%	\$	222,617
\$ 245,547	3%	\$	338,855
\$ 160,687	3%	\$	221,749
\$ 221,241	3%	\$	305,313
\$ 237,800	3%	\$	328,164
\$ 304,856	3%	\$	420,701
\$ 227,323	3%	\$	313,705
\$ 255,873	3%	\$	353,104
\$ 308,917	3%	\$	426,305
\$ 191,004	3%	\$	263,586
\$ 208,046	3%	\$	287,104
\$ 353,741	3%	\$	488,163
\$ 373,838	3%	\$	515,897
\$ 188,628	3%	\$	260,306

\$	245,648	3%	\$	338,994
\$	52,079	5%	\$	71,869
\$	270,491	3%	\$	373,278
\$	329,955	3%	\$	455,338
\$	290,270	3%	\$	400,572
\$	374,480	3%	\$	516,783
\$	54,194	5%	\$	74,788
\$	395,105	3%	\$	545,246
\$	603,353	3%	\$	832,628
\$	125,447	3%	\$	173,117
\$	93,462	3%	\$	128,978
\$	91,864	3%	\$	126,773
\$	530,448	3%	\$	732,018
\$	225,624	3%	\$	311,361
\$	1,049,249	3%	\$	1,447,963
\$	273,774	3%	\$	377,808
\$	571,761	3%	\$	789,030
\$	211,359	3%	\$	291,676
\$	227,521	3%	\$	313,979
\$	254,631	3%	\$	351,391
\$	251,545	3%	\$	347,132
\$	244,170	3%	\$	336,955
\$	298,547	3%	\$	411,995
\$	298,390	3%	\$	411,779
\$	355,601	3%	\$	490,730
\$	555,848	3%	\$	767,070
\$	298,814	3%	\$	412,363
\$	12,544	3%	\$	17,310
\$	179,447	3%	\$	247,637
\$	289,747	4%	\$	399,851
\$	258,952	3%	\$	357,353
\$	281,876	3%	\$	388,988
\$	294,997	3%	\$	407,096
\$	21,891	3%	\$	30,209
\$	25,412	3%	\$	35,069
\$	27,654	3%	\$	38,162
\$	47,862	3%	\$	66,049
\$	51,660	3%	\$	71,290
\$	179,598	3%	\$	247,845
\$	66,887	3%	\$	92,304
\$	133,280	3%	\$	183,926
\$	67,620	2%	\$	93,316
\$	72,520	2%	\$	100,078
\$	109,760	2%	\$	151,469
\$	230,300	2%	\$	317,814

\$	225,400	2%	\$	311,052
\$	235,200	2%	\$	324,576
\$	130,340	2%	\$	179,869
\$	220,500	2%	\$	304,290
\$	170,520	2%	\$	235,318
\$	46,425	3%	\$	64,067
\$	55,231	3%	\$	76,219
\$	105,636	3%	\$	145,778
\$	109,746	3%	\$	151,449



February 12, 2025
Our 96th Year

Ship To:
VILLAGE OF FREEPORT
46 NORTH OCEAN AVE
FREEPORT, NY 11520
US

Bill To:
VILLAGE OF FREEPORT
46 NORTH OCEAN AVE
FREEPORT, NY 11520
United States

Attn:
Phone: 516-377-2220
Email:

Altec Quotation Number: 1757730 - 1
Account Manager: Peyton Chadwick
Technical Sales Rep: Jc O'Meara

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
1.	Brooks Brothers PT 122-7KE A. Pole Trailer CAPACITY: 16,400 lbs. GVWR-Calculated at 15% Weight Transfer to Tow Vehicle 12,400 lbs. Load Capacity DIMENSIONS: Length Adjustments: 24'/31'/39' 9" Cargo Bed: 12'L x 64"W x 15'H Overall Width: 86" Bolster Height: 48" AXLES: 7,000 lbs. Tandem Dexter Torflex Axles 12" x 2" Electric Brakes on All Wheels (4) Four 235/80/R16LRE Tires (1) One Pair Mud Flaps POLE BOLSTERS: 60" Wide Double C-Channel Front Bolster with 21" Lever Lock Stanchions Center and Rear Bolsters: Removable, 89" Wide with 21" Lever Lock Stanchions (4) Four Heavy Duty Ratchet Type Winch Binders with Breaker Bar (4) Four 15'L x 4" W x 12,000 Nylon Straps *Wheel Chock Holders w/Rubber anti-skid chocks TONGUE & HITCH: 8" x 4" x 1/4" Wall Extendable Tongue with UHMW-PE Replaceable Wear Pads and Roller 6-Position Adjustable Hitch Plate 2 1/2" Lunette Eye, 35,000 Capacity 3/8" x 36"L Galvanized Safety Chains with Safety Hooks and Anchor Shackles	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<p>A-FRAME & JACK: 6" x 2" Tubular Steel A-Frame Fixed Binkley, Model 48000 Drop Leg Jack, 12,000 Static Load Capacity</p> <p>MAIN FRAME: 6" x 2" Tubular Steel Main Frame 10" x 6" Receiver Tube 6" x 4" Tubular Steel Crossmembers Under Center and Rear Bostlers 3" Structural C-Channel Crossmembers on 14 1/2" Centers Under Cargo Bed Floor</p> <p>CARGO BED: Interior Dimensions: 12'L x 64"W x 15"H with Reinforced Fold Down Tailgate Floor: 1/8" Smooth Steel Construction Sidewalls: 12 Gauge Formed in Brake for Added Strength Tailgate: Tubular Construction, w/Offset Hinges so Debris is Easily Cleared (4) Four - 5/8" D-Rings, 19,000 Capacity Each, Floor Mounted (1) One Each Corner</p> <p>FENDERS & CATWALK: Fabricated 1/8" Steel Diamond Tread Plate Fender Construction (4) Four Roll-Off Fender Guards, Prevents Damage to Fenders when "Wrecking"</p> <p>TOOLBOX: Toolbox Dimensions: 14"W x 24"D x 64"W Fabricated from 1/8" Smooth Steel Integrated Construction (2) Two Side Entry Doors Key Locked with Twist Latches Weather Tight Rubber Gaskets</p> <p>12 VOLT WIRING SYSTEM: ICC & DOT Approved LED Lights Sealed Beam Rubber Mounted Stop, Turn, Tail and Marker Lights S.O. Cable Wiring Loom, clamped on 16" Centers with Rubber Lined Clamps Wiring Loom Terminated in Junction Boxes Connections Soldered & Sealed with Heat Shrink Tubing All Wiring is Ran Internally Inside Extendable Tongue 36" Pigtail Terminated at Junction Box 6-Way Aluminum Die Cast Plug (Truck Side) in Rear Butt Tube for Light Bar Hook-Up Breakaway Kit with Sealed Lead Acid Battery & Trickle Charger</p> <p>FINISH: 3 step Triple Hot Dipped Galvanized Finish All Attaching parts are Painted before Assembly and Installed with Serviceable Fasteners Rust Prohibitive Two-Part Epoxy Polyamide Primer Two-Part Acrylic Polyurethane Topcoats</p>		
2.	Direct Ship To Customer	1	

Finishing Details

3.	Additional Finishing Detail	1	
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We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Galvanized		
4.	FA Installation for Brooks Brothers PT 122-7KE	1	
	<u>Miscellaneous</u>		
5.	Other	1	
	Brooks Brothers		

Unit / Body / Chassis Total	
Additional Total	
FET Total	0.00
Total	0.00

Altec Industries, Inc.

BY _____

Jc O'Meara

Notes:

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 13, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

From: Woodward Governor, Inc. Site Support – Emergency Services

The GE LM6000 generating unit, located at Power Plant 2, is committed to providing energy to the electrical grid as well as to the Village of Freeport. It is essential that this generating unit run reliably. The Utility is requesting approval to purchase from GE Vernova Operations LLC 8 four-hour blocks of routine and emergency remote support time for the GE LM6000 control system. The support will come from Woodward Governor, Inc., a controls supplier approved by GE. This support is critical to quickly resolve any pressing issues that may occur and optimize the efficient performance of the GE LM6000 unit. The price per four-hour block is \$2,625.00 (a \$125.00 increase over the FY 2025 price of \$2,500.00).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the purchase of 8 four-hour blocks of support time for the GE LM6000 from GE Vernova Operations LLC, One Neumann Way, M/D S158, Cincinnati, OH 45215, for the total cost of \$21,000.00 for the period March 1, 2025 through February 28, 2026. The cost of this purchase will be charged to E7157006 510000 (Repairs to Misc. Power Plant Equipment). Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this purchase. 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 _____, and seconded by Trustee _____, that the following motion be adopted:

WHEREAS, on July 1, 2024, the Board approved for the purchase of eight (8) four-hour blocks of routine and emergency remote support time for the GE LM6000 control system, from GE Vernova Operations LLC, One Neumann Way, M/D S158, Cincinnati, OH 45215, for the total cost of \$20,000 for a retroactive term from March 1, 2024 to February 28, 2025; and

WHEREAS, the GE LM6000 generating unit, located at Power Plant 2, is committed to providing energy to the electrical grid as well as to the Village of Freeport; it is essential that this generating unit run reliably; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the purchase of eight (8) four-hour blocks of routine and emergency remote support time for the GE LM6000 control system, from GE Vernova Operations LLC, One Neumann Way, M/D S158, Cincinnati, OH 45215, for the total cost of \$21,000.00 (an increase of \$1,000) for a retroactive term from March 1, 2025 to February 28, 2026; and

WHEREAS, the support will come from Woodward Governor, Inc., a controls supplier approved by GE Vernova; and

WHEREAS, this support is critical to quickly resolve any pressing issues that may occur and optimize the efficient performance of the GE LM6000 unit; and

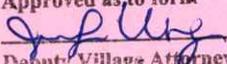
WHEREAS, the cost of this purchase will be charged to E7157006 510000 (Repairs to Misc. Power Plant Equipment); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and is hereby authorized to sign any paperwork necessary for the purchase of eight (8) four-hour blocks of routine and emergency remote support time for the GE LM6000 control system, from GE Vernova Operations LLC, One Neumann Way, M/D S158, Cincinnati, OH 45215, for the total cost of \$21,000.00 for a retroactive term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

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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 July 2, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 1, 2024:

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

WHEREAS, the GE LM6000 generating unit, located at Power Plant 2, is committed to providing energy to the electrical grid as well as to the Village of Freeport; and

WHEREAS, the Utility is requesting Board approval for the purchase of eight (8) four-hour blocks of routine and emergency remote support time for the GE LM6000 control system, from GE Vernova Operations LLC, One Neumann Way, M/D S158, Cincinnati, OH 45215, for the total cost of \$20,000 for a retroactive term from March 1, 2024 to February 28, 2025; and

WHEREAS, the support will come from Woodward Governor, Inc., a controls supplier approved by GE Vernova; and

WHEREAS, this support is critical to quickly resolve any pressing issues that may occur and optimize the efficient performance of the GE LM6000 unit; and

WHEREAS, the cost of this purchase will be charged to E7157006 510000 (Repairs to Misc. Power Plant Equipment); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary for the purchase of eight (8) four-hour blocks of routine and emergency remote support time for the GE LM6000 control system, from GE Vernova Operations LLC, One Neumann Way, M/D S158, Cincinnati, OH 45215, for the total cost of \$20,000 for a retroactive term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 7, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Uncollectible Electric Bills - Fiscal Year 2022 – 2023 (Adjusted) **REVISED**

At the Board meeting on February 24, 2025, the Board approved the **tentative** write-off of uncollectible electric bills for Fiscal Year 2022 – 2023 in the amount of \$202,660.37. However, as of February 28, 2025, the write-off amount was adjusted by an additional \$4,287.39.

Attached for your review is the **final** adjusted list of outstanding bills for the Fiscal Year 2022 – 2023. The Electric Department is requesting that the resolution regarding the write-off of uncollectible electric bills be corrected to reflect the adjustment to the write-off amount of the additional \$4287.39, bringing the write-off total to \$206,947.76.

Therefore, it is recommended that the Board of Trustees retroactively approve the adjusted write-off of uncollectible accounts as provided for under the Public Service Commission Rules and Regulations for the amount of \$206,947.76, effective February 28, 2025.

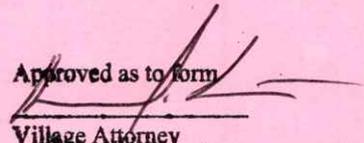


Eric Rosmarin
Superintendent of Electric Utilities

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

Village Attorney

3/10/2025

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

WHEREAS, on February 24, 2025, the Board approved that the uncollectible customers' accounts for the Fiscal Year 2022 – 2023 be written-off in the amount of \$202,660.37 effective February 28, 2025; and

WHEREAS, however, as of February 28, 2025, the write-off amount was adjusted by an additional \$4,287.39; and

WHEREAS, as per the Rules and Regulations of the Public Service Commission, 16 NYCRR, the Freeport Electric Utility has requested permission to write-off various uncollectible customers' accounts, the Village has sufficient funds accumulated in Account 266 – “Reserve for Uncollectible Accounts”, to write-off Fiscal Year 2022 – 2023 in the adjusted amount of \$206,947.76 retroactive to February 28, 2025; and

WHEREAS, every effort has been made by the Electric Billing Department and Legal Staff to recover the unpaid bills, including processing through a collections agency; and

WHEREAS, the delinquent accounts are mainly from consumers leaving the Village with no forwarding address or the result of bankruptcy; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities that the uncollectible customers' accounts for the Fiscal Year 2022 – 2023 be written-off in the adjusted amount of \$206,947.76 retroactive to February 28, 2025.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Village Attorney

3/10/2025

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 February 25, 2025
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 24, 2025:

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

WHEREAS, as per the Rules and Regulations of the Public Service Commission, 16 NYCRR, the Freeport Electric Utility has requested permission to write-off various uncollectible customers' accounts, the Village has sufficient funds accumulated in Account 266 – "Reserve for Uncollectible Accounts", to write-off Fiscal Year 2022 – 2023 in the amount of \$202,660.37 effective February 28, 2025; and

WHEREAS, every effort has been made by the Electric Billing Department and Legal Staff to recover the unpaid bills, including processing through a collections agency; and

WHEREAS, the delinquent accounts are mainly from consumers leaving the Village with no forwarding address or the result of bankruptcy; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities that the uncollectible customers' accounts for the Fiscal Year 2022 – 2023 be written-off in the amount of \$202,660.37 effective February 28, 2025.

The Clerk polled the Board as follows:

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

cc:

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

Village of Freeport - enQuesta v6 P
WRITE OFF REPORT
2/28/2025

DATE 2/28/2025
TIME 12:34 PM

ACCOUNT NUMBER	ACCOUNT NAME	ACD	CYC/RT	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FLAG
2-1884.017	EVAN RICHARDSON	1	1	7,353.18	Y	2	1		N	Y
2-4395.007	STEPHEN W DELISE JR	1	1	296.90	Y	2	1		N	Y
2-6137.000	[REDACTED]	1	1	[REDACTED]	N	2	1		N	Y
2-6162.000	BRIAN JEFFERSON	1	1	174.90	Y	1	1		N	Y
4-0485.001	ROBERT SWITZER	1	1	113.78	Y	1	1		N	Y
4-0526.000	16 FILMORE PLACE LLC	1	1	811.79	Y	2	1		N	Y
4-0605.002	RUTH BROWER	1	1	289.25	Y	1	1		N	Y
6-1181.006	LAUREN MC FADDEN	1	1	1,813.71	Y	1	1		N	Y
6-1787.002	WILLIE RANDALL	1	1	3,974.39	Y	2	1		N	Y
6-2850.001	CHRISTINA FULLER-JOHNSON	1	1	295.06	Y	1	1		N	Y
6-3061.001	ENRIQUE MORA	1	1	406.44	Y	2	1		N	Y
6-3920.006	JAMES K LYEU	1	1	63.03	Y	2	1		N	Y
6-4511.020	BK COFFEE	1	1	7,115.62	Y	2	1		N	Y
6-7057.004	CHESTER K MITCHELL	1	1	126.63	Y	1	1		N	Y
6-7068.005	FABIENNE R PRINCIVIL	1	1	429.71	Y	1	1		N	Y
8-0687.002	BIELMAN E RAMOS-BAUTISTA	1	1	2,417.53	Y	1	1		N	Y
14-2100.004	CELLPHONE R US OF WANTAGH	1	1	430.21	Y	2	1		N	Y
14-2810.002	CAPITAL BRANDS GROUP 1 LL	1	1	1,040.00	Y	2	1		N	Y
16-0426.002	JESSICA WHITE	1	1	323.94	Y	1	1		N	Y
16-1330.012	LUIS R GONGLAVES	1	1	2,196.17	Y	2	1		N	Y
16-1411.017	VICTOR ESPINOZA	1	1	266.67	Y	1	1		N	Y
16-1576.018	ANGELICA POLANCO	1	1	147.65	Y	1	1		N	Y
16-1626.002	SHAHAJIA LETICE LOGAN	1	1	1,422.48	Y	1	1		N	Y
16-1854.019	BLANCA O ESCOBAR	1	1	206.00	Y	1	1		N	Y
16-2056.008	KEYANNA EDWARDS	1	1	610.13	Y	1	1		N	Y
16-2590.015	AMIRA SURITA	1	1	5,460.50	Y	2	1		N	Y
16-2594.012	DINA BROACH	1	1	3,062.22	Y	1	1		N	Y
16-2835.010	TRAVIS J GORDON	1	1	761.49	Y	1	1		N	Y
18-0238.008	REINA E. HERNANDEZ	1	1	8.81	Y	1	1		N	Y
18-5684.001	WARREN & WARREN LLP	1	1	270.07	Y	2	1		N	Y
18-5688.001	TRIXIE'S BBQ INC	1	1	679.05	Y	2	1		N	Y
41-3210.000	TRIXIE'S BBQ INC	1	1	770.40	Y	2	1		N	Y
95-1401.000	BRUCE W GRAY	1	3	345.54	Y	1	1		N	Y
95-1496.021	PAUL T REYNOLDS	1	3	7.43	Y	1	1		N	Y
105-0056.016	ROSE ORIOL	1	5	106.65	Y	1	1		N	Y
105-0078.004	KARLA MORAN	1	3	2,691.59	Y	2	1		N	Y
105-0212.017	MANDA'S DELI	1	3	1,156.09	Y	1	1		N	Y
105-0253.002	ALBA LUZ	1	3	31.83	Y	1	1		N	Y
105-0603.004	BRENDA ESCOBAR	1	3	209.06	Y	1	1		N	Y
105-1212.012	MARITZA RODRIGUEZ	1	3	295.45	Y	1	1		N	Y
105-1320.004	DOUGLAS B REYES	1	3	199.19	Y	1	1		N	Y
105-2012.003	OCTAVIA K DAVIS	1	3	206.77	Y	1	1		N	Y
	HUE J HAGLER	1	3	2,343.13	Y	1	1		N	Y

Village of Freeport - enQuesta v6 P
 WRITE OFF REPORT
 2/28/2025

DATE 2/28/2025
 TIME 12:34 PM

ACCOUNT NUMBER	ACCOUNT NAME	ACD	CYC/RT	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FLAG
105-2503.002	CAROLYN MURPHY & RENFORD	1	3	6,288.04	Y	1	1		N	Y
105-2784.006	YVONNE WHEELER	1	3	970.40	Y	1	1		N	Y
105-2787.015	SHALEAKRA MYASIA REID	1	3	2,240.89	Y	1	1		N	Y
115-0930.000	WILHELMINA HORSEY	1	3	168.58	Y	1	1		N	Y
115-1009.007	ANGIE M ELROD	1	7	288.90	Y	1	1		N	Y
115-1014.017	GENAL NEWBY	1	3	20.98	Y	1	1		N	Y
115-1580.000	KENNETH E COMBS	1	3	4,153.78	Y	1	1		N	Y
115-1671.004	CAROLYN BUTLER	1	3	77.37	Y	1	1		N	Y
115-2233.009	AUDREY VIOLA COMVALIUS	1	3	146.11	Y	1	1		N	Y
125-0044.006	CHARLES PIERRE	1	3	805.39	Y	1	1		N	Y
125-0426.006	UKLYN M GREER	1	3	148.14	Y	1	1		N	Y
125-0426.008	LORENZO SIMMONS	1	3	32.73	Y	1	1		N	Y
125-0441.003	SHEREEN ERSKINE	1	3	28.59	Y	1	1		N	Y
125-1235.002	KWANZA T HENRY	1	3	4,386.64	Y	1	1		N	Y
125-2200.012	JUAN F CARRILLO	1	3	2,235.51	Y	1	1		N	Y
125-2764.002	DION E HORSEY	1	3	4,151.96	Y	1	1		N	Y
140-0364.007	MARIA FERNANDEZ	1	4	510.77	Y	1	1		N	Y
140-0367.016	JOSE SALINAS	1	4	1,011.75	Y	1	1		N	Y
140-0702.003	NANDY F CAUVIL-DUVERGLAS	1	4	1,857.02	Y	1	1		N	Y
140-0799.000	DORIS BOND	1	4	32.26	Y	1	1		N	Y
140-1167.005	FERNANDO HILL	1	4	301.81	Y	1	1		N	Y
150-0260.000	CHARLES CARTER	1	4	1,040.91	Y	1	1		N	Y
150-0742.005	LORAIN GRAY & JOAN MONTA	1	4	77.07	Y	1	1		N	Y
150-0811.000	JIMMIE E DYSART	1	4	1,422.29	Y	1	1		N	Y
150-1453.004	ANDY & MARYAM MARDICE	1	4	63.14	Y	1	1		N	Y
160-0435.018	OLIVIA CAMERON & DAVIS DO	1	4	722.48	Y	1	1		N	Y
160-0446.008	ANA ANIL	1	4	79.73	Y	1	1		N	Y
160-0751.002	MARY MILLIGAN	1	4	2,270.39	Y	1	1		N	Y
160-1139.004	ADRIAN JAMES	1	4	8,165.42	Y	1	1		N	Y
160-1321.007	MONIQUE A POWELL	1	4	1,885.64	Y	1	1		N	Y
160-1421.008	KELLY WILLIAMS	1	4	168.00	Y	1	1		N	Y
160-1431.008	SHA-REE & NICOLE MICHELL	1	4	291.42	Y	1	1		N	Y
160-1610.008	FLOR M GARCIA	1	4	58.83	Y	1	1		N	Y
160-1821.002	SCOTT ISSAC SELWYN	1	4	2,843.96	Y	1	1		N	Y
165-0341.018	WAKEENA WARING	1	4	119.74	Y	1	1		N	Y
165-0535.011	PAMELA PETTIFORD	1	4	9,433.82	Y	1	1		N	Y
165-0598.000	LOUISE BEEKS	1	4	546.79	Y	1	1		N	Y
170-1571.002	ALTON J LEWIS	1	4	96.89	Y	1	1		N	Y
175-1516.000	ELIZABETH MC LAUGHLIN	1	4	102.72	Y	1	1		N	Y
175-1850.001	WINSTON H COBBS JR	1	4	73.76	Y	1	1		N	Y
175-2470.002	LISA SHAPIRO	1	4	738.11	Y	1	1		N	Y
175-2660.003	JEFFERY PETTAWAY	1	4	264.42	Y	1	1		N	Y
180-0530.007	ZORAIDA NUNEZ	1	4	540.34	Y	1	1		N	Y

DATE 2/28/2025
 TIME 12:34 PM

Village of Freeport - enQuesta v6 P
 WRITE OFF REPORT
 2/28/2025

ACCOUNT NUMBER	ACCOUNT NAME	ACD	CYC/RT	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FLG
180-0557.008	SHEENA JONES	1	4	206.87	Y	1	1		N	Y
180-1463.001	DARREN M DEVORE	1	4	77.50	Y	1	1		N	Y
185-1570.018	BARBARA RENA BROOKS	1	4	561.15	Y	1	1		N	Y
185-1860.001	ROBERT P WILLIAMS	1	4	1,492.44	Y	1	1		N	Y
190-0595.008	NATHANIEL JEFFERS	1	4	329.88	Y	1	1		N	Y
190-1302.003	JENNIFER A COLE	1	4	1,769.63	Y	1	1		N	Y
195-0301.003	JILL M STRAATS	1	4	73.60	Y	1	1		N	Y
195-0652.002	GERALD D WILLIAMS DIP	1	7	6,627.75	Y	1	1		N	Y
195-1029.005	WILLIE E MENEFE	1	4	131.90	Y	1	1		N	Y
210-0214.023	CARMEN M SANTIAGO & THOMA	1	4	2,428.82	Y	1	1		N	Y
210-0923.009	LESLEY DODARD	1	4	15.98	Y	1	1		N	Y
210-0971.010	FRANCES SHERYL GONZALES	1	4	710.82	Y	1	1		N	Y
220-0050.001	MARIA COLOME	1	5	534.66	Y	1	1		N	Y
220-0060.001	MARIA COLOME	1	5	163.75	Y	1	1		N	Y
220-0731.012	NICOLAS GALDAMEZ	1	5	120.91	Y	1	1		N	Y
220-1175.003	MONIQUE BAILEY RUSHDAN	1	5	309.13	Y	1	1		N	Y
220-2260.006	TROY POLLIDORE	1	5	408.65	Y	1	1		N	Y
230-0031.000	THOMAS THORNE	1	5	1,444.44	Y	1	1		N	Y
230-0139.004	JOAN & KRISTAIN FENNEL	1	5	4,434.75	Y	1	1		N	Y
230-1510.003	JULIO SOTO	1	5	995.91	Y	1	1		N	Y
230-1945.000	FLORENCE FAUSER	1	5	26.97	Y	1	1		N	Y
230-2290.001	CHRISTOS KOUTSILOUMBIS	1	5	28.02	Y	1	1		N	Y
235-1942.010	ERIC ALVAREZ	1	5	2,536.96	Y	1	1		N	Y
235-2143.008	JOSE NUNEZ	1	5	574.74	Y	1	1		N	Y
240-0100.003	CHRISTOPHER DOUGLAS	1	5	131.66	Y	1	1		N	Y
240-0140.002	ROSANNA RODRIGUEZ	1	5	884.59	Y	1	1		N	Y
240-0210.000	JAMES KAYLOR	1	5	493.38	Y	1	1		N	Y
240-0665.001	KENNETH DINSMORE	1	5	36.20	Y	1	1		N	Y
240-0669.014	KENNETH DINSMORE	1	5	40.67	Y	1	1		N	Y
240-0683.001	JOSEPH F RYZAK JR	1	5	1,610.48	Y	1	1		N	Y
245-3263.023	CLEOTHA CHAMBERS HAYES	1	5	3,029.59	Y	1	1		N	Y
245-3390.002	SARBJIT SINGH	1	5	4,290.81	Y	1	1		N	Y
250-0773.006	SHARON EDWARDS	1	5	805.87	Y	1	1		N	Y
250-0804.001	DAVID P NEWBERY	1	5	205.89	Y	1	1		N	Y
250-0859.001	HECTOR MONTEDEOCA-DIP	1	5	1,358.36	Y	1	1		N	Y
250-1261.006	BISMILLAH HOMES INC	1	5	270.23	Y	1	1		N	Y
250-1342.000	CHARLES FANELLI	1	5	163.41	Y	1	1		N	Y
255-0060.001	JAMES E LYONS	1	5	.10	Y	1	1		N	Y
255-0153.008	MARISSA YOUNG	1	5	1,233.75	Y	1	1		N	Y
255-1672.001	ELIZABETH MOULTERIE	1	5	570.81	Y	1	1		N	Y
255-2100.006	MARJORIE L & PAIGE FACEY	1	5	29.73	Y	1	1		N	Y
260-0390.001	MARK ALMODOVAR	1	5	1,008.91	Y	2	1		N	Y
260-1111.003	PHILIP A FROEHLE	1	5	949.15	Y	1	1		N	Y

ACCOUNT NUMBER	ACCOUNT NAME	ACD	CYC/RT	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FLG
260-1378.005	ANNETTE HARRIS & JAHARDSO	1	5	6,679.61	Y	1	1		N	Y
260-1378.006	JULIAN M ISAACS	1	5	914.37	Y	1	1		N	Y
260-1931.001	FLORA CATO	1	5	381.94	Y	1	1		N	Y
270-1090.002	MONIQUE C ANDERSON	1	5	552.85	Y	1	1		N	Y
270-1367.010	LISA CRUZ	1	5	60.77	Y	1	1		N	Y
270-1501.004	POSH D LLC	1	5	2,825.28	Y	1	1		N	Y
270-1944.003	COLLIN AHRENS	1	5	105.78	Y	1	1		N	Y
280-0129.011	VIRGILIO GOMEZ	1	5	178.86	Y	1	1		N	Y
280-0222.018	MARLENE ESPERANZA	1	5	1,890.87	Y	1	1		N	Y
280-0302.014	MARGARITA REYES	1	5	28.98	Y	1	1		N	Y
280-1953.006	NOLVIA MATA	1	5	153.57	Y	1	1		N	Y
290-0451.001	JAVIER ALTAMIRANO	1	5	715.06	Y	1	1		N	Y
290-0764.012	JING WAN	1	5	16.37	Y	1	1		N	Y
290-0977.002	IRMA Y RIVAS	1	5	189.75	Y	1	1		N	Y
290-1220.003	ANA RAMIREZ	1	5	12.95	Y	1	1		N	Y
300-0891.003	NANDY F CAUVIL-DUVERGLAS	1	6	652.78	Y	1	1		N	Y
300-1035.003	DENNIS CASALI	1	6	24.17	Y	1	1		N	Y
300-1211.004	MAYNOR MATA-IPINA	1	6	31.26	Y	1	1		N	Y
300-1621.003	MARGARET RICE	1	6	105.20	Y	1	1		N	Y
300-1621.004	MARGARET RICE	1	6	154.48	Y	1	1		N	Y
300-1860.001	ALLEN M MORRISON	1	6	87.07	Y	1	1		N	Y
310-0800.006	CHAITANYA KADIYALA	1	6	517.58	Y	2	1		N	Y
310-1151.008	JOSE LORA	1	6	3,766.32	Y	1	1		N	Y
310-3280.004	TECHNOLOGY PROFESSIONALS	1	6	642.71	Y	2	1		N	Y
320-2400.003	DIANA SUTCLIFFE	1	6	38.31	Y	1	1		N	Y
320-3066.001	PAUL J GIOE	1	6	32.52	Y	1	1		N	Y
320-4005.000	NASSAU COUNTY FACILITIES	1	21	2,029.26	N	71	1		N	Y
325-2158.003	DAMON PERSAD	1	6	172.41	Y	1	1		N	Y
330-0950.004	RODERICK GEOGHEGAN	1	6	274.38	Y	1	1		N	Y
330-1072.019	LATONYA BROWN	1	6	716.67	Y	1	1		N	Y
330-1187.007	NIA U HILTON	1	6	134.97	Y	1	1		N	Y
330-2334.009	JOHN MORREALE	1	6	46.04	Y	1	1		N	Y
335-0664.001	PETER MILITRANO	1	6	210.05	Y	1	1		N	Y
335-1121.001	ROCCO V SAGARESE	1	6	133.50	Y	1	1		N	Y
335-1250.002	DEUTSHCHE BANK NATIONAL T	1	6	65.73	Y	1	1		N	Y
335-1250.003	824 BAY ST LLC	1	6	99.71	Y	1	1		N	Y
335-2442.006	DANNY G AZUA	1	6	1,137.13	Y	1	1		N	Y
338-0011.001	7 ROBERTS HOMES CORP	1	6	204.12	Y	1	1		N	Y
338-0361.000	DANIEL J DAUM	1	6	10.67	Y	1	1		N	Y
338-0729.006	ERNEST POOLE	1	6	100.76	Y	1	1		N	Y
338-0882.002	BRENDA PANDOLFO	1	6	693.25	Y	1	1		N	Y
338-1750.000	GEORGE DURAND	1	6	44.72	Y	1	1		N	Y
340-0230.006	JJNAKB LLC	1	6	914.83	Y	1	1		N	Y

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ACCOUNT NUMBER	ACCOUNT NAME	ACD	CYC/RT	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FIG
340-0310.007	FIKISHA N WELCH	1	6	376.01	Y	1	1		N	Y
340-0330.004	LAURA SIMMONS	1	6	46.95	Y	1	1		N	Y
340-1925.001	QUINTON MURRY	1	6	11.66	Y	1	1		N	Y
345-0092.001	CLYDE RAMPERSAD	1	6	220.77	Y	1	1		N	Y
345-0301.007	TASHAWNA ROBERTS	1	6	46.92	Y	1	1		N	Y
345-0321.003	AMEISHA MOORE	1	25	199.72	Y	1	1		N	Y
345-2074.005	STEVEN DIMARE	1	6	.02	Y	1	1		N	Y
345-2232.005	ARTHUR M JUERS	1	6	45.74	Y	1	1		N	Y
360-0634.015	SHANIKA A GRAHAM	1	1	22.02	Y	1	1		N	Y
360-0820.007	ANA GABRIELA FAZMINO	1	1	254.27	Y	1	1		N	Y
360-1233.019	SHATISHA M ALLEN	1	1	142.39	Y	1	1		N	Y
360-1562.000	DELORES HINNANT	1	1	199.32	Y	1	1		N	Y
360-3201.007	ROSABELLE TALBIRD	1	1	76.74	Y	1	1		N	Y
360-3682.000	ARY MC FADDEN	1	1	1,072.82	Y	1	1		N	Y
360-3704.002	OSCAR & JOANA Y POLO BATI	1	1	203.99	Y	1	1		N	Y
360-3723.001	MARTINA FERNANDEZ	1	1	1,940.90	Y	1	1		N	Y
370-0060.004	JAMES SMITH	1	1	15.31	Y	1	1		N	Y
370-0532.010	NATIVIDAD INFANTE DILONE	1	1	258.62	Y	1	1		N	Y
370-1518.014	MARY E GREGORY	1	1	87.66	Y	1	1		N	Y
370-1706.013	AMADEO YANES	1	1	789.04	Y	1	1		N	Y
370-1933.006	116 WEST MERRICK ASSOCIAT	1	1	7.43	Y	1	1		N	Y
370-1983.012	MARY ANN MC MURRAY	1	1	63.68	Y	1	1		N	Y
370-2393.011	J SCHNEIDER GROUP LTD	1	1	17.51	Y	1	1		N	Y
370-2473.007	GUALDA RICHARD	1	1	29.43	Y	1	1		N	Y
370-2536.007	KHADEJAH KRISTINA SMITH	1	1	139.03	Y	1	1		N	Y
370-2968.006	FIDEL PEREZ	1	1	49.56	Y	1	1		N	Y
370-3220.009	GLENYS MARTE	1	1	187.80	Y	1	1		N	Y
370-3251.014	GLADYS SANTOS	1	1	237.06	Y	1	1		N	Y
370-3325.006	WILBUR RON SEABROOK	1	1	142.67	Y	1	1		N	Y
371-0926.006	ERROL MUNAO	1	2	117.45	Y	1	1		N	Y
371-1962.011	RAMON D LOPEZ	1	2	397.18	Y	1	1		N	Y
371-2157.006	OTTO AVALOS SANDRA ILLESC	1	2	58.82	Y	1	1		N	Y
371-2332.010	CHANELL F DUNCAN	1	2	808.88	Y	1	1		N	Y
371-2856.017	WAYNE WALLACE	1	2	53.07	Y	1	1		N	Y
371-3149.015	CONCERN FOR INDEP LIVING	1	2	48.61	Y	1	1		N	Y
371-3343.009	WILBERT GIDDIENS	1	2	222.85	Y	1	1		N	Y
371-3653.019	BENJAMIN BONILLA TAVAREZ	1	2	13.01	Y	1	1		N	Y
372-0242.008	FRANCISCO HERNANDO	1	2	39.11	Y	1	1		N	Y
372-0265.017	VICENTE ZAPATA-DURAN	1	2	65.57	Y	1	1		N	Y
372-3702.003	GAVI LUSTERMAN	1	2	34.31	Y	1	1		N	Y
372-4236.015	KRISTEN A COLSON	1	2	21.50	Y	1	1		N	Y
372-4239.014	RODNEY PRUITT LS	1	2	100.67	Y	1	1		N	Y
372-4263.026	ANDREA B CARTER	1	2	15.19	Y	1	1		N	Y

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ACCOUNT NUMBER	ACCOUNT NAME	ACD	CYC/RT	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FLG
372-4275.026	EAGLE ROCK MGMT.	1	2	22.42	Y	1	1		N	Y
372-4318.029	TRINEENA & YAHN ISRAEL	1	2	81.54	Y	1	1		N	Y
372-4338.021	CARLOS L VARGAS	1	2	23.86	Y	1	1		N	Y
372-5123.012	KARINA NAVARRO BAEZ	1	2	254.21	Y	1	1		N	Y
372-5613.005	ROSEBERT SYLVESTRE	1	2	102.92	Y	1	1		N	Y
372-5754.006	LIZARDO ANTONIO LIRIANO	1	2	177.75	Y	1	1		N	Y
372-5754.007	SPIGRO EQUITIES LLC	1	2	10.02	Y	1	1		N	Y
372-6094.001	JOSE N GARCIA	1	2	12.64	Y	1	1		N	Y
373-1162.002	GAY REGAN	1	2	25.24	Y	1	1		N	Y
373-2095.002	HARVEY BOUCHARD	1	2	13.81	Y	1	1		N	Y
373-2561.001	KATHY A BENDER	1	2	129.53	Y	1	1		N	Y
373-2616.010	JOAN E MILLER	1	2	9.83	Y	1	1		N	Y
373-2932.009	NANCY T MUNGIOVI	1	2	14.77	Y	1	1		N	Y
373-5331.002	RICARDO LUSHINGTON JR.	1	2	2,502.31	Y	1	1		N	Y
374-7077.004	JARED RENNERT	1	2	45.79	Y	1	1		N	Y
374-7433.015	FANNIE MAE	1	2	7.43	Y	1	1		N	Y
374-8216.003	MARIA CANELLA	1	2	134.03	Y	1	1		N	Y
374-8274.004	ANTONIO RODRIGUEZ	1	2	69.49	Y	1	1		N	Y
374-8322.019	JOSE A MORONTA	1	2	39.45	Y	1	1		N	Y
374-8683.013	PRESIA MUNROE	1	2	332.24	Y	1	1		N	Y
374-8740.010	JUNARD HOUSE	1	2	7.68	Y	1	1		N	Y
374-9173.023	JUNARD HOUSE	1	2	171.10	Y	1	1		N	Y
380-0247.004	JERIELIZ APONTE PEREZ	1	2	138.94	Y	1	1		N	Y
380-0864.008	ANGELINA CRUZ	1	2	162.28	Y	1	1		N	Y
380-1103.002	CLARICE DIAZ	1	2	19.00	Y	1	1		N	Y
380-1276.016	MARISOL LOPEZ	1	2	194.93	Y	1	1		N	Y
380-1553.014	AUSTRINA E VENTURA	1	2	298.72	Y	1	1		N	Y
380-1675.011	JORGE A BURGESS	1	2	518.34	Y	1	1		N	Y
380-1715.014	FREEPARK ASSOC.	1	2	231.69	Y	1	1		N	Y
380-1769.011	FREEPARK ASSOC.	1	2	97.75	Y	1	1		N	Y
380-3053.007	CLAUDIA E MANNING	1	2	65.35	Y	1	1		N	Y
380-3313.005	JAMES K LYEU	1	2	12.51	Y	1	1		N	Y
380-4327.008	FREDERMA A TREJO-AGUILAR	1	2	49.40	Y	1	1		N	Y
380-4338.011	LUISA LAMAR	1	2	29.19	Y	1	1		N	Y
381-4670.016	INGRID M SANTAMARIA	1	2	83.60	Y	1	1		N	Y
381-4824.018	MISS DELL L ALEXANDER	1	2	1,328.81	Y	1	1		N	Y
381-4939.015	CARLA ABREU VICIOSO	1	2	47.23	Y	1	1		N	Y
381-5079.008	LUIS E FERNANDEZ	1	2	106.59	Y	1	1		N	Y
381-5281.013	JOSE RAMON MARTINEZ	1	2	87.95	Y	1	1		N	Y
381-6170.006	EDNA WHALEY	1	2	387.12	Y	1	1		N	Y
381-7100.006	CHRISTOPHER R BURKART	1	2	16.09	Y	1	1		N	Y
381-7872.002	MARTHA I BELTRE	1	2	826.72	Y	1	1		N	Y
381-9040.008	SUSANA TAVERAS	1	2	444.57	Y	1	1		N	Y

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ACCOUNT NUMBER	ACCOUNT NAME	ACD	CYC/RT	BALANCE	WOF	CLASS	APP	COLL AGENCY	CRT FILE	PRC FLG
381-9120.016	ISAURA ESTEVEZ CHECO	1	2	17.26	Y	1	1		N	Y
384-0751.022	HENRY KRIETE	1	3	116.04	Y	1	1		N	Y
384-0985.011	HUMBERTO HERRERA	1	7	151.32	Y	1	1		N	Y
384-1292.006	MISS MARIA PICHARDO ALMON	1	3	917.98	Y	1	1		N	Y
384-1904.009	BETHANY WHITE RAMON BLASD	1	3	41.11	Y	1	1		N	Y
384-2029.010	KEITH L. STANLEY JR.	1	3	119.67	Y	1	1		N	Y
384-2365.025	KERRY LEE ZORN	1	3	423.63	Y	1	1		N	Y
384-2923.018	JUANA MORENO CIFUENTES	1	3	44.63	Y	1	1		N	Y
384-3201.020	NICOLE DELANCE	1	3	68.25	Y	1	1		N	Y
384-3434.009	GABRIEL PAEZ	1	3	24.99	Y	1	1		N	Y
384-3516.004	JOHN LABERT	1	3	373.35	Y	1	1		N	Y
384-4763.008	FREEPARK ASSOC.	1	3	21.18	Y	1	1		N	Y
384-5125.006	JULIE KIM	1	3	12.68	Y	1	1		N	Y
384-5400.003	JOSEPH LAFLEUR	1	3	169.97	Y	1	1		N	Y
390-1190.002	MAY YANDOLINO	1	3	1,812.61	Y	1	1		N	Y
390-2180.007	RUTH POPRILLO	1	3	1,800.45	Y	1	1		N	Y
390-2450.008	NASHAWN CLARKE	1	3	1,252.72	Y	1	1		N	Y
390-2520.009	JEFF S THOMAS	1	3	506.88	Y	1	1		N	Y
390-3100.004	THOR M WRIGHT	1	3	204.75	Y	1	1		N	Y
390-4010.008	JOSEPH HERRERO	1	3	1.09	Y	1	1		N	Y
390-4170.006	CHESTRA NICOSIA	1	3	20.00	Y	1	1		N	Y

 TOTAL FOR ELECTRIC 206,947.76

 GRAND TOTALS 206,947.76

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

March 19, 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:

Anderson Tavares – Hose Co. #2 (From February)

Robert Peters Jr. – Truck Co. #1 *- April 7*

Juan Ramos – Engine Co. #1

Hansel Baena – Hose Co. #5

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

FREEMPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeportny.gov

March 7, 2025

**To: Mayor Robert T. Kennedy
Board of Trustees**

Re: Civic Plus Contract Renewal

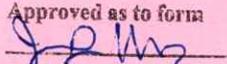
The Freeport Emergency Management Team is requesting to renew the contract with Civic Plus of 302 S. 4th Street, Suite 500, Manhattan, KS 66502 (See proposal attached) for an annual fee of \$ 9,369.85. There is a negotiated \$446.18 increase in the annual fee from last year. (See Board Directive of 02/26/24).

- 1) Civic Plus has proven to be more cost effective than our prior vendor Swiftreach911 in getting information to out to our residents and businesses through Robo Calls.
- 2) This change has improved interoperability with our website and the collection of data from residents.

We respectfully request your consideration in approving a renewal of the Contract with Civic Plus of 302 S. 4th Street, Suite 500, Manhattan, KS 66502. The annual fee is \$ 9,369.85. Funding for this expense will be from FY 2026 A348904 540600 for the period of March 1, 2025 – February 28, 2026.

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 26, 2024, the Board approved to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,924.00 for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, the Freeport Emergency Management Team is requesting Board approval to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 9,369.85 (with increase in the annual fee from last year) for a retroactive term from March 1, 2025 to February 28, 2026; and

WHEREAS, Civic Plus has proven to be more cost effective than the prior vendor through Robo Calls and has improved interoperability with our website and the collection of data from residents; and

WHEREAS, funding for this expense will be from FY 2026 A348904 540600; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approves, and the Mayor be and is hereby authorize to sign any paperwork necessary to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 9,369.85 for a retroactive 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

Approved as to form
[Signature]
Deputy Village Attorney



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#329222

2/24/2025

Bill To

Accounts Payable
Village of Freeport, NY
46 North Ocean Avenue
Freeport NY 11520

TOTAL DUE

\$9,369.85

Due Date: 3/26/2025

Terms	Customer	Quote #	Approving Authority
Net 30	Village of Freeport, NY	Q-88141	

Qty	Item	Start Date	End Date
1	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products	1/19/2025	1/18/2026

Total	\$9,369.85
Due	\$9,369.85

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

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: Raymond F, Maguire, Executive Director, FFD February 29, 2024

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 26, 2024:

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

WHEREAS, on January 9, 2023, the Board approved a change of vendor from Swiftreach 911 to Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,924.00 (\$ 75.00 less than Swiftreach911), for a contract term from March 1, 2023 to February 29, 2024; and

WHEREAS, the Freeport Emergency Management Team is requesting Board approval to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,923.67 (with increase in the annual fee from last year) for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, Civic Plus has proven to be more cost effective than the prior vendor through Robo Calls and has improved interoperability with our website and the collection of data from residents; and

WHEREAS, funding for this expense will be from FY 2025 A348904 540600; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,924.00 for a term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Not Present
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

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

INTER-DEPARTMENT CORRESPONDENCE

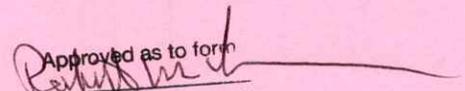
FREEPORT POLICE DEPARTMENT

TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: 03/12/2025
RE: Vehicle Purchase

This is to request approval to purchase four (4) 2025 Police Interceptor SUVs from Nielson Ford, 170 Ridgedale Ave., Morristown, NY 07960. Nielson recently won a Request for Proposal in Westchester County, NY, contract#RFB-WC-23505, and it is recommended that the Village of Freeport, in accordance with section 4 of the Village's procurement policy, "piggyback" off the Westchester County contract. These vehicles will serve as replacements for patrol vehicles. The total cost is \$ 292,075.29. These vehicles are fully equipped and will be delivered ready for the road. The expense will be funded from Account H349702 522701 Police Vehicle Ban.



Donnie Ethier
Deputy Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department is requesting Board approval to purchase four (4) 2025 Police Interceptor SUVs as replacements for patrol vehicles; and

WHEREAS, in order to purchase these vehicles, it is recommended that the Village of Freeport, in accordance with section 4 of the Village's procurement policy, "piggyback" off the Westchester County contract, #RFB-WC-23505; and

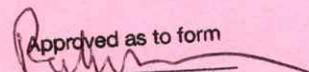
WHEREAS, Nielson Ford (the Prosper of Westchester County), 170 Ridgedale Ave., Morristown, NY 07960, will deliver the vehicles fully equipped for the total cost of \$292,075.29; and

WHEREAS, the expense will be funded from Account H349702 522701 Police Vehicle Ban; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board of Trustees approved the purchase of four (4) 2025 Police Interceptor SUVs from Nielson Ford, 170 Ridgedale Ave., Morristown, NY 07960, for the total cost of \$292,075.29.

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



NIELSEN FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Nielsen Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

**2025 POLICE INTERCEPTOR SUV
COUNTY OF WESTCHESTER
CONTRACT # RFB-WC-23505**

Engine: 3.3L V6 Direct-Injection Hybrid System
Transmission: 10-Speed Automatic
3.73 Axle Ratio
50 State Emission System Flexible Fuel Vehicle
the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel Drive
Engine Oil Cooler
H8 AGM Battery (900 CCA/92-amp)
Hybrid Electric Motor 220 Amp Alternator
Police/Fire
GVWR: TBD
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/ ABS
Lithium Ion Traction Battery
Wheels: 18" x 8" 5-Spoke Painted Black Steel
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip
Body-Colored Rear Bumper w/Black Rub Strip
Body-Colored Bodyside Cladding
Black Side Windows Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter
Fixed Rear Window w/Fixed Interval Wipe
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -Inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Lip Spoiler
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included
Led Low/High Beam Headlamps
LED Brakeights
ABS And Driveline Traction Control
Side Impact Beams
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Noise Suppression Bonds (Ground Straps)
Heated Sideview Mirrors

Radio: AM/FM/MP3 Capable
Streaming Audio
Integrated Roof Antenna
Wireless Phone Connectivity
1 LCD Monitor In The Front
8-Way Driver Seat
Passenger Seat
35-30-35 Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -Inc: Speedometer, Odometer, Engine Coolant
Power Rear Windows and Fixed 3rd Row Windows
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -Inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -Inc: Cargo Tray/Organizer
Cargo Space Lights
Smart Device Integration
Dashboard Storage, Driver And Passenger Door Blns
Power 1st Row Windows w/1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
2 12V DC Power Outlets
Air Filtration
Dual Stage Driver/Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts
Back-Up Camera w/Washer
Underbody Deflector Plate
Reverse Sensing System

Base Price \$ 46,169.00

3/7/2025

Options for Interceptor SUV

UM	Agate Black		
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$	-
Option A	Delete Engine: 3.3L V6 Direct-Injection Hybrid System	\$	(2,300.00)
99B	Add Engine: 3.3L V6 Direct-Injection (FFV)	\$	-
44U	Transmission: 10-Speed Automatic	\$	-
60R	Noise Suppression Bonds (Ground Straps)	\$	-
549	Heated Sideview Mirrors	\$	-
76R	Reverse Sensing System	\$	-
153	Front License Plate Bracket	\$	-
16D	Badge Delete	\$	-
43D	Dark Car Feature	\$	25.00
87R	Rear View Camera -inc: Displayed in rear view mirror	\$	-
18D	Global Lock/Unlock Feature	\$	-
51R	Driver Only LED Spot Lamp (Unity)	\$	395.00
59B	Keyed Alike - 1284x	\$	47.50
17T	Switchable Red/White Lighting in Cargo Area	\$	50.00
47A	Police Engine Idle Feature	\$	260.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$	57.00
61B	OBD-II Split Connector	\$	52.25
CMJ	CMJ Emergency Lighting Per Estimate # 4615	\$	28,263.07
	Option Total	\$	26,849.82
	Vehicle Total	\$	73,018.82
	Total for (4)	\$	292,075.29

Date:

3/7/2025

Quote is good for 60 Days

To accept this quotation, sign here and return: _____



A handwritten signature in black ink, followed by the date "3/7/25". The signature is stylized and appears to be "C. [unclear]".

Handwritten signature or initials, possibly "G. H. H." or similar, written in a cursive style.

Faint, illegible text, possibly a header or title.

Vertical list of text on the left side, possibly a table of contents or index, with entries separated by lines.

Vertical list of text on the right side, possibly a table of contents or index, with entries separated by lines.

Faint text at the bottom center of the page.

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

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: March 6, 2025

RE: 2025 - ANNUAL CURB AND SIDEWALK CONTRACT

Twenty-eight (28) bids were distributed and nine (9) bids were received on February 18, 2025, for the referenced requirements contract. This contract provides unit prices for the repair of concrete curb and concrete sidewalk.

Bids range from a high bid of \$1,041,050.00 to a low bid of \$252,307.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

Roadwork Ahead, 2186 Kirby Lane, Syosett, N.Y. 11791 is the low bidder in the amount of \$252,307.00 for this requirements contract. We have checked the low bidder's references and the contractor has successfully completed similar projects.

The contract will be for a term beginning upon award and ending February 28, 2026, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

Accordingly, it is recommended that the contract, **2025 - ANNUAL CURB AND SIDEWALK CONTRACT**, be awarded to the lowest responsible bidder,

Roadwork Ahead, 2186 Kirby Lane, Syosett, N.Y. 11791

in the amount of \$252,307.00 for this contract total bid.

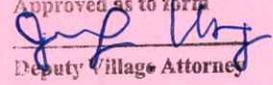


Robert R. Fisenne
Superintendent of Public Works

Deputy Village Attorney

Approved as to form

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 Board authorized the Village Clerk to publish a Notice to Bidders, for the "2025 Annual Curb and Sidewalk Contract"; and

WHEREAS, twenty-eight (28) bids were distributed and nine (9) bids were received on February 18, 2025, for the referenced requirements contract; and

WHEREAS, the bids range from a high bid of \$1,041,050.00 to a low bid of \$252,307.00; and

WHEREAS, the lowest and responsible bidder was submitted by Roadwork Ahead, 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$252,307.00; and

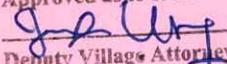
WHEREAS, the contract will be for a retroactive term from March 1, 2025 to February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

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 Board approves, and the Mayor be and is hereby authorized to sign any documentation necessary to award the "2025 Annual Curb and Sidewalk Contract" to Roadwork Ahead, 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$252,307.00 for a retroactive term from March 1, 2025 to 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 ANNUAL CURB AND SIDEWALK CONTRACT

BID
DATE: February 18, 2025

ROADWORK AHEAD
2186 KIRBY LANE
SYOSSET, NY 11791

STASI INDUSTRIES INC
303 WINDING ROAD
OLD BETHPAGE, NY 11804

ARMOND CEMENT
1808 ALICE STREET
MERRICK, NY 11566

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	ROADWORK AHEAD		STASI INDUSTRIES INC		ARMOND CEMENT	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	\$ 0.01	\$ 4.00	\$ 2.00	\$ 800.00	\$ 5.00	\$ 2,000.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	10,000	\$ 0.01	\$ 100.00	\$ 2.00	\$ 20,000.00	\$ 4.00	\$ 40,000.00
1C	Removal and disposal of existing gutter	LF	300	\$ 0.01	\$ 3.00	\$ 4.00	\$ 1,200.00	\$ 2.00	\$ 600.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/more than 80 s.f. at one property location or concrete work w/in 1000 l.f. Measured along the streets	SF	5,000	\$ 13.35	\$ 66,750.00	\$ 9.90	\$ 49,500.00	\$ 11.00	\$ 55,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f. measured along the streets	SF	5,500	\$ 13.50	\$ 74,250.00	\$ 10.45	\$ 57,475.00	\$ 13.00	\$ 71,500.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	400	\$ 33.00	\$ 13,200.00	\$ 35.00	\$ 14,000.00	\$ 30.00	\$ 12,000.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	200	\$ 35.00	\$ 7,000.00	\$ 25.00	\$ 5,000.00	\$ 15.00	\$ 3,000.00
4C	Installation of 1 foot wide concrete gutter	LF	100	\$ 39.00	\$ 3,900.00	\$ 45.00	\$ 4,500.00	\$ 30.00	\$ 3,000.00
4D	Installation of 2.5 foot wide concrete gutter	LF	200	\$ 38.00	\$ 7,600.00	\$ 40.00	\$ 8,000.00	\$ 30.00	\$ 6,000.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	200	\$ 50.00	\$ 10,000.00	\$ 60.00	\$ 12,000.00	\$ 40.00	\$ 8,000.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	400	\$ 5.00	\$ 2,000.00	\$ 3.00	\$ 1,200.00	\$ 6.00	\$ 2,400.00
6A	Reset existing brick pavers	SF	2,500	\$ 8.00	\$ 20,000.00	\$ 12.00	\$ 30,000.00	\$ 4.50	\$ 11,250.00
6B	Install brick pavers	SF	2,500	\$ 15.00	\$ 37,500.00	\$ 21.00	\$ 52,500.00	\$ 18.00	\$ 45,000.00
7	Allowance for Miscellaneous Masonry Work	Job	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTALS					\$ 252,307.00		\$ 266,175.00		\$ 269,750.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2025 ANNUAL CURB AND SIDEWALK CONTRACT

BID

DATE: February 18, 2025

STASI GENERAL CONTRACTING 422 MAPLE AVENUE WESTBURY, NY 11590	NICOLINO CONSTRUCTION CO. INC 555 SOUTHSIDE AVENUE FREEPORT, NY 11520	VALENTE CONTRACTING CORP 77 JACKSON AVENUE MINEOLA, NY 11501
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ITEM NO.	DESCRIPTION	UNIT\$	BID QUANTITY	STASI GENERAL CONTRACTING		NICOLINO CONSTRUCTION CO. INC		VALENTE CONTRACTING CORP	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	\$ 3.00	\$ 1,200.00	\$ 2.00	\$ 800.00	\$ 2.00	\$ 800.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	10,000	\$ 1.00	\$ 10,000.00	\$ 2.00	\$ 20,000.00	\$ 1.00	\$ 10,000.00
1C	Removal and disposal of existing gutter	LF	300	\$ 2.00	\$ 600.00	\$ 4.00	\$ 1,200.00	\$ 1.00	\$ 300.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/more than 80 s.f. at one property location or concrete work w/in 1000 l.f. Measured along the streets	SF	5,000	\$ 12.00	\$ 60,000.00	\$ 15.00	\$ 75,000.00	\$ 15.00	\$ 75,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f. measured along the streets	SF	5,500	\$ 15.00	\$ 82,500.00	\$ 16.00	\$ 88,000.00	\$ 18.00	\$ 99,000.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	400	\$ 45.00	\$ 18,000.00	\$ 35.00	\$ 14,000.00	\$ 35.00	\$ 14,000.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	200	\$ 45.00	\$ 9,000.00	\$ 35.00	\$ 7,000.00	\$ 24.00	\$ 4,800.00
4C	Installation of 1 foot wide concrete gutter	LF	100	\$ 60.00	\$ 6,000.00	\$ 35.00	\$ 3,500.00	\$ 60.00	\$ 6,000.00
4D	Installation of 2.5 foot wide concrete gutter	LF	200	\$ 60.00	\$ 12,000.00	\$ 40.00	\$ 8,000.00	\$ 40.00	\$ 8,000.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	200	\$ 75.00	\$ 15,000.00	\$ 40.00	\$ 8,000.00	\$ 75.00	\$ 15,000.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	400	\$ 10.00	\$ 4,000.00	\$ 8.00	\$ 3,200.00	\$ 3.00	\$ 1,200.00
6A	Reset existing brick pavers	SF	2,500	\$ 12.00	\$ 30,000.00	\$ 9.00	\$ 22,500.00	\$ 25.00	\$ 62,500.00
6B	Install brick pavers	SF	2,500	\$ 15.00	\$ 37,500.00	\$ 20.00	\$ 50,000.00	\$ 30.00	\$ 75,000.00
7	Allowance for Miscellaneous Masonry Work	Job	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTALS					\$ 295,800.00		\$ 311,200.00		\$ 381,600.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2025 ANNUAL CURB AND SIDEWALK CONTRACT

BID

DATE: February 18, 2025

L&V BONILLA CONSTRUCTION
3815 WAVERLY AVENUE
SEAFORD, NY 11783

UNIFIED FIVE DEVELOPMENT
440 NJ SUITE #2
HASBROUK HEIGHTS, NJ 07604

PSL INDUSTRIES, INC
640 6TH STREET
RONKONKOMA, NY 11779

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	L&V BONILLA CONSTRUCTION		UNIFIED FIVE DEVELOPMENT		PSL INDUSTRIES, INC	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	\$ 7.00	\$ 2,800.00	\$ 25.00	\$ 10,000.00	\$ 35.00	\$ 14,000.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	10,000	\$ 5.00	\$ 50,000.00	\$ 4.00	\$ 40,000.00	\$ 11.25	\$ 112,500.00
1C	Removal and disposal of existing gutter	LF	300	\$ 5.00	\$ 1,500.00	\$ 25.00	\$ 7,500.00	\$ 49.00	\$ 14,700.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/ more than 80 s.f. at one property location or concrete work w/in 1000 l.f. Measured along the streets	SF	5,000	\$ 10.00	\$ 50,000.00	\$ 15.00	\$ 75,000.00	\$ 38.10	\$ 190,500.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f., measured along the streets	SF	5,500	\$ 12.00	\$ 66,000.00	\$ 15.00	\$ 82,500.00	\$ 42.10	\$ 231,550.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	400	\$ 36.00	\$ 14,400.00	\$ 45.00	\$ 18,000.00	\$ 122.00	\$ 48,800.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	200	\$ 25.00	\$ 5,000.00	\$ 50.00	\$ 10,000.00	\$ 122.00	\$ 24,400.00
4C	Installation of 1 foot wide concrete gutter	LF	100	\$ 25.00	\$ 2,500.00	\$ 70.00	\$ 7,000.00	\$ 178.00	\$ 17,800.00
4D	Installation of 2.5 foot wide concrete gutter	LF	200	\$ 36.00	\$ 7,200.00	\$ 90.00	\$ 18,000.00	\$ 151.00	\$ 30,200.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	200	\$ 40.00	\$ 8,000.00	\$ 120.00	\$ 24,000.00	\$ 188.00	\$ 37,600.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	400	\$ 6.00	\$ 2,400.00	\$ 7.00	\$ 2,800.00	\$ 10.00	\$ 4,000.00
6A	Reset existing brick pavers	SF	2,500	\$ 25.00	\$ 62,500.00	\$ 15.00	\$ 37,500.00	\$ 58.00	\$ 145,000.00
6B	Install brick pavers	SF	2,500	\$ 40.00	\$ 100,000.00	\$ 20.00	\$ 50,000.00	\$ 64.00	\$ 160,000.00
7	Allowance for Miscellaneous Masonry Work	Job	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTALS					\$ 382,300.00		\$ 392,300.00		\$ 1,041,050.00

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

TO: Robert T. Kennedy, Mayor
FROM: Howard Colton, Village Attorney
DATE: March 11, 2025
RE: Extension of Contract with CCS Adjusters Inc.

A request is made for a six month extension of the contract with CCS Adjusters Inc. of 100 Ring Road, Suite 202, Garden City, New York 11530 (formerly Customized Claims Solutions, LLC) for the Village's Risk and Claim Management Agreement to manage its self insured, non-health related insurance programs. This includes all negligence, civil rights, and property damage claims against the Village, and the insuring of Village buildings and property.

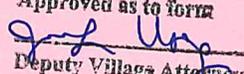
As you are aware, the Village has recently approved a proposal for legal software to be used by the Village Attorney's office and Human Resources to track and manage claims. With this change, the Village will manage its own claims in-house. However, there is a transition time needed to install and get the software ready for use.

The extension is for a term beginning retroactive to March 1, 2025 and terminating August 31, 2025. All previous terms of the contract will remain in effect, including the option to terminate the agreement upon sixty (60) days written notice, without penalty. The total cost of this extension is \$53,928.00 (\$26,964.00 per quarter), which is the same quarterly cost as the prior contract. This contract has been extended from a previously awarded RFP from 2012, wherein Customized Claims was the only entity to submit a response.

The funds are to be drawn from budget line A193104 545500 and there are sufficient funds allocated in the budget for this expense.

If this meets with your approval, please place this on the next available Board agenda for authorization for the Mayor to sign any documentation necessary to effectuate this agreement.


Howard Colton
Village Attorney

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport utilizes the services of CCS Adjusters Inc. of 100 Ring Road, Suite 202, Garden City, New York 11530 (formerly Customized Claims Solutions, LLC) to manage its non-health insurance, self-insured insurance programs, including but not limited to, negligence, civil rights, and property damage claims against the Village, and the insuring of Village buildings and property; and

WHEREAS, the Village recently approved a proposal for legal software to be used by the Village Attorney's office and Human Resources to track and manage claims in-house, however transition time is needed; and

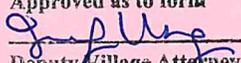
WHEREAS, the Village Attorney wishes to extend the contract for a term retroactive to March 1, 2025 and terminating August 31, 2025, at a cost of \$53,928.00 (\$26,964.00 per quarter), with all terms of the previous contract remaining in effect, including a provision allowing either party the option to terminate the agreement upon sixty (60) days written notice, without penalty; and

WHEREAS, funds are to be drawn from budget line A193104 545500 and there are sufficient funds allocated in the budget for this expense; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Village Attorney, the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to extend the contract between the Village of Freeport and CCS Adjusters Inc. of 100 Ring Road, Suite 202, Garden City, New York 11530 in the amount of \$53,928.00 (\$26,964.00 per quarter), running from March 1, 2025 and ending August 31, 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

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

TO: Robert T. Kennedy, Mayor
FROM: Alvin McDaniel, Village Comptroller
DATE: March 12, 2025
RE: Budget Transfer Request – 2025-2026 Operating Budget



Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller's Office to execute the budget transfer below.

The purpose of the following transfer is to appropriate the necessary funding to cover the Village Clerk Operating Expenses for the remainder of fiscal year 2025-26.

FROM:

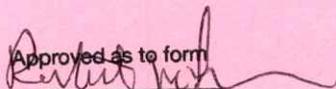
A145002 520100	ELECTION EQUIPMENT	\$5,000.00
A145004 540200	PRINTING STATIONERY SUPPLIES	\$1,000.00

TO:

A145004 542600	RENTAL OF MACHINES	\$6,000.00
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Thank you.

Alvin McDaniel
Village Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2025/2026 operating budget:

FROM:

A145002 520100	ELECTION EQUIPMENT	\$5,000.00
A145004 540200	PRINTING STATIONERY SUPPLIES	\$1,000.00

TO:

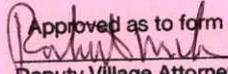
A145004 542600	RENTAL OF MACHINES	\$6,000.00
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WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the Village Clerk Operating Expenses for the remainder of fiscal year 2025-26; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

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

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

TO: Robert T. Kennedy, Mayor
FROM: Alvin McDaniel, Village Comptroller
DATE: March 12, 2025
RE: Budget Transfer Request – 2025-2026 Operating Budget



Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller's Office to execute the budget transfer below.

The purpose of the following transfer is to appropriate the necessary funding to cover the Village Police Department Operating Expenses for the remainder of fiscal year 2025-26.

FROM:

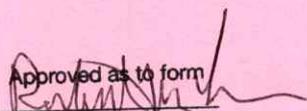
A312004-545700 NON-EMPLOYEE SALARIES \$35,000.00

TO:

A312001-510300 PART-TIME SALARIES \$35,000.00

Thank you.

Alvin McDaniel
Village Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2025/2026 operating budget:

FROM:

A312004-545700 NON-EMPLOYEE SALARIES \$35,000.00

TO:

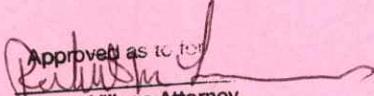
A312001-510300 PART-TIME SALARIES \$35,000.00

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the Village Police Department Operating Expenses for the remainder of fiscal year 2025-26; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

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

BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK, ADOPTED MARCH 24, 2025, AUTHORIZING THE PAYMENT OF TAX CERTIORARI JUDGMENTS, COMPROMISED CLAIMS AND SETTLED CLAIMS PAYABLE IN THE FISCAL YEAR ENDING FEBRUARY 28, 2026, RESULTING FROM COURT ORDERS PURSUANT TO TAX CERTIORARI PROCEEDINGS BROUGHT UNDER ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW, STATING THE ESTIMATED TOTAL COST THEREOF IS \$813,750, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$813,750 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION

Recitals

WHEREAS, the Board of Trustees (the “Board”) the Village of Freeport, Nassau County, New York (the “Village”) proposes to authorize the issuance of \$813,750 in serial bonds of the Village to finance amounts due with respect to the judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law (the “Tax Certiorari Refund Payments”) with respect to the fiscal year ending February 28, 2026; and

WHEREAS, the Board now wishes to appropriate funds and to authorize the issuance of the Village’s serial bonds and bond anticipation notes to be issued to finance the Tax Certiorari Refund Payments.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Freeport, Nassau County, New York (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

Section 1. The Board of Trustees (the “Board”) the Village of Freeport, Nassau County, New York (the “Village”) is hereby authorized to finance amounts due with respect to the judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law (the “Tax Certiorari Refund Payments”) with respect to the fiscal year ending February 28, 2026. The estimated total cost of said Tax Certiorari Refund Payments, including legal and professional fees and preliminary costs and costs incidental thereto and the financing thereof, is \$813,750 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of \$813,750 serial bonds of the Village to finance said appropriation, and the levy and collection of taxes on all the taxable real property of the Village to pay the principal of said bonds and the interest thereon as

the same shall become due and payable. No amount has previously been authorized by the Village to be applied to the payment of such Tax Certiorari Refund Payments.

Section 2. Serial bonds of the Village in the principal amount of \$813,750 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance said appropriation, provided, however the Village Treasurer must file with the Village Clerk and Bond Counsel, a copy of a final court order for any judgments, compromised claims or settled claims to be financed by this bond resolution prior to the sale of bonds or any bond anticipation notes issued in anticipation of said bonds to finance such judgments, compromised claims or settled claims.

Section 3. The period of probable usefulness applicable to the purpose for which said \$813,750 bonds are authorized to be issued, within the limitations of Section 11.00 a. 33-a. of the Law, is five (5) years; provided, however, that if the total amount of tax refunds to be paid pursuant to court orders during the fiscal year in which any of said refunds are paid is (i) more than one per centum but less than three per centum of the Village's tax levy for such fiscal year, then the period of probable usefulness applicable to the bonds issued in connection with any such refund shall be ten (10) years, and (ii) more than three per centum but less than five per centum of the Village's tax levy for such fiscal year, then the period of probable usefulness applicable to the bonds issued in connection with any such refund shall be fifteen (15) years, and (iii) more than five per centum of the Village's tax levy for such fiscal year, then the period of probable usefulness applicable to the bonds issued in connection with any such refund shall be twenty (20) years.

Section 4. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the purposes described in this resolution. The Village shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

Section 5. The final maturity of the bonds herein authorized to be issued may be in excess of five (5) years provided the conditions set forth in section 3 hereof are met.

Section 6. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, and of Section 30.00 relative to the authorization of the issuance of bond anticipation notes and of Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 8. The Board of Trustees hereby determines that this resolution and the actions authorized herein constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA need be taken by the Board of Trustees as a condition precedent to the adoption of this resolution.

Section 9. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Freeport Herald Leader*," a newspaper having a general circulation in the Village and hereby designated the official newspaper of said Village for such publication..

* * *

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
7 WORLD TRADE CENTER, 250 GREENWICH STREET, NEW YORK, NEW YORK 10007
(212) 820-9300 | HAWKINS.COM

(212) 820-9620

March 19, 2025

Village of Freeport, New York
\$813,750 Bonds for the Payment of Tax Certiorari Judgments
(Our File Designation: 7673/47999)

Pamela Walsh Boening
Village Clerk
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Dear Pam:

At the request of the Village, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on March 24, 2025, showing adoption of the above bond resolution and providing for publication, in summary. **Please note that adoption of the bond resolution requires at least a two-thirds vote of the entire membership of the Board of Trustees, without taking into account any temporary absences or vacancies. Therefore, four affirmative votes are required for adoption.**

Also enclosed is a summary of the bond resolution with the prescribed form of Clerk's statutory notice affixed in readiness for publication in the official Village newspaper. As you know, publication of the bond resolution, in summary, commences a 20-day statute of limitations period pursuant to the provisions of Section 80.00 *et seq.* of the Local Finance Law.

Please obtain and forward to me a certified copy of the Extract of Minutes and an original Affidavit of Publication, when available. Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

With best regards, I am

Very truly yours,



William J. Jackson

WJJ/ml

Enclosures

cc: Howard E. Colton, Esq., Village Attorney
Ismaela M. Hernandez, Village Treasurer
Valarie Montes, Deputy Village Treasurer
Alvin McDaniel, Comptroller
Jennifer Ungar, Esq., Deputy Village Attorney
David Tanner, Liberty Capital Services

FOUNDED 1854

CALIFORNIA CONNECTICUT DISTRICT OF COLUMBIA MICHIGAN
NEW JERSEY NEW YORK NORTH CAROLINA OREGON

EXTRACT OF MINUTES

Meeting of the Board of Trustees of the
Village of Freeport, in the
County of Nassau, New York

March 24, 2025

* * *

A meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on March 24, 2025.

There were present: Robert T. Kennedy, Mayor; and

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

* * *

_____ offered the following resolution and moved its
adoption:

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on March 24, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Freeport on March 24, 2025.

(SEAL)

Village Clerk

(NOTICE AND SUMMARY OF BOND RESOLUTION FOR PUBLICATION)

The resolution, a summary of which is published herewith, has been adopted on March 24, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village of Freeport, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Pamela Walsh Boening
Village Clerk

BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK, ADOPTED MARCH 24, 2025, AUTHORIZING THE PAYMENT OF TAX CERTIORARI JUDGMENTS, COMPROMISED CLAIMS AND SETTLED CLAIMS PAYABLE IN THE FISCAL YEAR ENDING FEBRUARY 28, 2026, RESULTING FROM COURT ORDERS PURSUANT TO TAX CERTIORARI PROCEEDINGS BROUGHT UNDER ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW, STATING THE ESTIMATED TOTAL COST THEREOF IS \$813,750, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$813,750 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION

The object or purpose for which the bonds are authorized is the payment of judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law that are payable in the fiscal year ending February 28, 2026.

The period of probable usefulness is a minimum five (5) years and maximum twenty (20) years, dependent on the total amount of tax certiorari claims paid in a single fiscal year.

The maximum amount of obligations authorized to be issued is \$813,750.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the Village Clerk, Village of Freeport, Village Hall, 46 N. Ocean Avenue, Freeport, NY 11520.

Dated: March 24, 2025
Freeport, New York

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK (THE "VILLAGE") AMENDING THE BOND RESOLUTION DATED FEBRUARY 26, 2024 RELATING TO THE AUTHORIZATION OF SERIAL BONDS OF THE VILLAGE TO FINANCE THE PAYMENT OF CERTAIN TAX CERTIORARI JUDGMENTS, COMPRISED OF CLAIMS AND SETTLED CLAIMS RESULTING FROM COURT ORDERS

Recitals

WHEREAS, by a bond resolution dated February 26, 2024 (the "February 2024 Bond Resolution") the Board of Trustees of the Village (the "Board of Trustees") previously authorized the issuance of serial bonds and bond anticipation notes of the Village in the aggregate principal amount not to exceed \$1,050,000 to finance the estimated cost of the class of objects or purposes of satisfying certain judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article 7 of the Real Property Tax Law (the "Tax Certiorari Refund Payments") that were payable in the fiscal year ended February 28, 2025; and

WHEREAS, under the authority of the February 2024 Bond Resolution, the Village heretofore issued bond anticipation notes in the principal amount of \$485,000 (the "Prior Notes"); and

WHEREAS, the Board of Trustees now intends to amend the February 2024 Bond Resolution in order to (i) limit the Tax Certiorari Refund Payments to be financed by the bonds or bond anticipation notes authorized thereunder to the principal amount of the Prior Notes; (ii) reduce the estimated maximum cost set forth in the February 2024 Bond Resolution from \$1,050,000 to \$485,000 and amend the plan of finance as a result of such reduced maximum cost; and (iii) reduce the maximum amount of bonds and bond anticipation notes authorized thereunder to the principal amount of the Prior Notes heretofore issued (\$485,000);

NOW THEREFORE, THE BOARD OF TRUSTEES THE VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK (THE "VILLAGE") HEREBY RESOLVES (by the affirmative vote of not less than a majority of the members of such body), TO AMEND THE BOND RESOLUTION DATED FEBRUARY 26, 2024 AS FOLLOWS:

SECTION 1. Section 1 of said Bond Resolution is hereby amended to read as follows:

"SECTION 1. The Village is hereby authorized to finance the class of objects or purposes of paying amounts due with respect to the judgments, compromised claims or settled claims resulting from court orders on proceedings brought pursuant to Article 7 of the Real Property Tax Law that are payable in the fiscal year ended February 28, 2025. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto, including legal and professional fees, and the financing thereof, is \$485,000 and said amount is hereby appropriated therefor. The plan of financing includes the

issuance of \$485,000 serial bonds of the Village to finance a portion of said appropriation, and the levy and collection of taxes on all the taxable real property of the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable. No amount has previously been authorized by the Village to be applied to the payment of such class of objects or purposes.”

SECTION 2. Section 2 of the Bond Resolution is hereby amended to read as follows:

“SECTION 2. Serial bonds of the Village in the principal amount of \$485,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”) to finance said appropriation.”

SECTION 3. Except as specifically amended herein, all the terms and provisions of the Bond Resolution shall remain in full force and effect.

SECTION 4. This resolution shall take effect immediately.

* * *

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
7 WORLD TRADE CENTER, 250 GREENWICH STREET, NEW YORK, NEW YORK 10007
(212) 820-9300 | HAWKINS.COM

(212) 820-9620

March 19, 2025

Village of Freeport, New York
Amending Resolution for Payment of Tax Certiorari Judgments
(Our File Designation: 7673/47999)

Pamela Walsh Boening
Village Clerk
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Dear Pam:

Pursuant to the request of Jennifer Ungar, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on March 24, 2025, showing adoption of the above amending resolution. **Please note that adoption of this resolution only requires a majority vote of the Board of Trustees.** In addition, there is no publication requirement for this resolution.

Please obtain and forward to me a certified copy of the Extract of Minutes, when available. Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

With best regards, I am

Very truly yours,

William J. Jackson

WJJ/af
Enclosures

cc: Howard E. Colton, Esq., Village Attorney
Ismaela M. Hernandez, Village Treasurer
Valarie Montes, Deputy Village Treasurer
Alvin McDaniel, Comptroller
Jennifer Ungar, Esq., Deputy Village Attorney
David Tanner, Liberty Capital

FOUNDED 1854

CALIFORNIA CONNECTICUT DISTRICT OF COLUMBIA MICHIGAN
NEW JERSEY NEW YORK NORTH CAROLINA OREGON

EXTRACT OF MINUTES

Meeting of the Board of Trustees of the

Village of Freeport, in the

County of Nassau, New York

March 24, 2025

* * *

A regular meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on March 24, 2025.

There were present: Robert T. Kennedy, Mayor; and

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

* * *

_____ offered the following resolution and moved its
adoption:

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of Village of Freeport, Nassau County, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village, duly called and held on March 24, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
corporate seal of said Village this ____ day of
March, 2025.

(SEAL)

Village Clerk

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

AGENDA

BOARD OF TRUSTEES' MEETING

March 24, 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.