



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

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

- a) Request approval of the emergency sewer repair on North Main Street, in the amount of \$56,245.59 by Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751.

**PUBLIC COMMENT**

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

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** March 23, 2023

**RE:** Banner Request

Applicant: Theocharis Kritiskos

Dates: March 28 through April 8, 2023

Locations: South Main Street between Raynor Street & Archer Street

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Attached please find an application from Theocharis Kritiskos requesting permission to hang one banner promoting the "Freeport Easter Market", from March 28, 2023 through April 8, 2023, on S. Main Street between Raynor Street and Archer Street.

The fee for has been paid and the applicant has requested that the Electric Department assist in hanging and removing the banners.

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

  
Pamela Walsh Boening  
Pamela Walsh Boening  
Village Clerk  
Attachments



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

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

**\*RETURN TO VILLAGE CLERK'S OFFICE\***

<b>APPROVED</b>
Electric Dept Approval for location & duration: _____
BOT Approval Date: _____

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

1. Applicant Name: Freeport EASTER MARKET
2. Address: 97 EAST 2ND ST Freeport
3. Phone Number: 516 642 4008
4. Name of Event: Freeport EASTER MARKET
5. Location of Banner(s): SOUTH MAIN ST
6. Begin Date: 3/24/23 Removal Date: 4/8/23  
*verbal 3/28/2023*

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

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

*Theocharis Kritikos*  
Applicant signature

Theocharis  
Kritikos

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

**TO:** Pamela Walsh Boening, Village Clerk

**FROM:** Gary Greene, Superintendent of Electric Distribution

**DATE:** March 22, 2023

**RE:** Banner Request  
Applicant: Theocharis Kritiskos  
Dates: March 28, 2023 through April 8, 2023  
Locations: S.Main Street between Raynor Street and Archer St.

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In regards to the hanging of a Banner Application submitted by Theocharis Kritiskos requesting permission to hang a banner promoting The "Freeport Easter Market" from March 28, 2023 through April 8, 2023. The banner is to be located on S.Main St. between Raynor and Archer St. The Electric Department grants permission for the hanging of this banners and will assist in the hanging and removal of the same.

Gary Greene



Acting. Superintendent of Electric Distribution

Village of Freeport - New v4.1 Svr  
CUSTOMER TRANSACTION RECEIPT

TODAY'S DATE: 3/13/23  
CONTROL BATCH # 75298 DATE 03/13/2023  
BATCH # 29213 TIME 15:42  
RECEIPT # 384162 TELLER # 292  
CHECK # OFFICE # 1

KRITIKOS, HARRY  
BANNER REQUEST-CLERK  
Pmt

95.00

Payment Received:  
CASH

95.00

Total Received  
Less Payments

95.00  
95.00

Cash Back

.00

THANK YOU FOR YOUR PAYMENT

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** March 23, 2023

**RE:** Parade and Public Assembly  
Applicant: South Shore Guidance Center  
Date: May 20, 2023  
Time: 10:00 A.M. – 1:00 P.M.  
Location: Cow Meadow Park  
Assembly Time: 9:00 A.M.

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Attached please find a copy of the request for a Parade and Public Assembly Permit Application submitted by Dolores Frederick, on behalf of the South Shore Child Guidance Center, 91 Guy Lombardo Avenue, to hold a public assembly on Saturday, May 20, 2023 between the hours of 10:00 A.M. to 1:00 P.M., at Cow Meadow Park. The parade will be held inside the park and will traverse along the pedestrian pathways, beginning and ending at the picnic area (outlined in the schematic).

Also included are the recommendations from the Police Department, Department of Public Works, Fire Department, and the Claims Examiner for your review.

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Pamela Walsh Boening  
Village Clerk  
Attachments



## South Shore Child Guidance Center

November 2, 2022

Ms. Victoria Dinielli  
Freeport Recreation Center  
130 East Merrick Road  
Freeport, NY 11520



Dear Ms. Dinielli,

As you know **South Shore Guidance Center**, is a local 501(c)3 organization, which provides programs and outpatient behavioral health services for children from 5 to 18 years of age, in addition to services for siblings and parents as needed. We would like to request the use of Cow Meadow Park for our **Spring Fling Dog Walk for Mental Wellness** on May 20, 2023, as *May is Mental Health Awareness Month*. Our mission is *"To Enhance the Lives of Children, Families and Adults We Serve by Providing Comprehensive Behavioral Health Services"*.

We have hosted our Spring Fling Walk at Cow Meadow Park since 2017, to raise awareness of our programs and resources available to the community. Our plan is to set up at 9 am, with a team of 20 staff and youth volunteers. Participants (75 expected) arrive at 10 am, and are treated to donated beverages, snacks, and music from our in-house DJ. We will be hanging banners and signage featuring our sponsors, which will be removed at the end of the event. Our goal is to include participation from various schools. We hope to secure FHS's ROTC or a local Boy Scout troop to present the flag as they have in the past, along with the Color Guard. Students from John W. Dodd Middle School's Select Chorale will sing the National Anthem and lead the Pledge of Allegiance, and the Step Team from the Leo F. Giblyn School will perform as well to start off the program. There will also be remarks from our President and CEO, Board of Directors, Mayor Kennedy, Local Legislators, and Sponsors, immediately followed by the walk. The actual walk consists of following the concrete path from the picnic area, past the tennis courts, around the basketball courts and playground, and back to the picnic area. Students are encouraged to participate and walk to earn Community Service hours. Our invited guests have included both Freeport Police and Freeport Fire Depts., along with their vehicles to have the children meet and greet these first responders in a friendly atmosphere. The event will end with giveaways and raffles with cleanup beginning at 12:30 pm and we will be completely wrapped up by 1 pm. Please find attached the flyer from last year's event which we will send to all our participants upon approval of the date requested, and we will provide a Certificate of Insurance listing the Inc. Village of Freeport as the additionally insured Certificate Holder as required.

South Shore Child Guidance is located at 91 Guy Lombardo Avenue, Freeport, NY 11520, the phone number is 516-868-3030 and our fax number is 516-868-3374. As the agency Development Manager, I coordinate their events and will be the contact person for this event. My mobile phone number is 516-434-1309 and my email address is [dfrederick@epicli.org](mailto:dfrederick@epicli.org).

Thank you for your kind consideration of our request and we look forward to working with you towards a successful community event. If you have any questions, or would like to discuss this further, please feel free to contact me at (516) 739-7733, option 1, ext. 155.

Sincerely,

  
Dolores Frederick  
Development Manager

**FREEPORT POLICE DEPARTMENT**  
**PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION**

**Applicant:**

Dolores Frederick 1500 Hempstead Tpke East Meadow NY 11554  
Name Address Apt City State Zip  
516-434-1309 516-739-7733 South Shore Guidance Center  
Telephone # Business # Permit Applicant Organization Affiliation

**Organization:**

South Shore Guidance Ctr. 91 Guy Lombardo Ave. Freeport NY 11520  
Organization Name Address City State Zip  
 \_\_\_\_\_  
Telephone #

**Organization Representatives (Other than applicant):**

- |  |  |  |
|--|--|--|
| 1) <u>Irene Rodgers</u><br><small>Name</small> | <u>516-445-0840</u><br><small>Contact Phone#</small> | <u>Assoc. Exec. Director of</u><br><small>Position</small> |
| 2) _____<br><small>Name</small>                | _____ <small>Contact Phone#</small>                  | _____ <small>Position</small>                              |
| 3) _____<br><small>Name</small>                | _____ <small>Contact Phone#</small>                  | _____ <small>Position</small>                              |
| 4) _____<br><small>Name</small>                | _____ <small>Contact Phone#</small>                  | _____ <small>Position</small>                              |

**Parade/Public Assembly:**

Date Requested: Saturday, May 20<sup>th</sup> Assembly Time: 9:00 AM PM  
 Starting Time: 10:00 AM PM Finish Time: 1:00 AM PM

**Route/Public Assembly Location:**

We want to assemble at Cow Meadow Park  
Location

The parade will start at The Picnic Area & Pedestrian Pathways to  
Location

<u>Basketball &amp; Tennis Courts</u> <small>Direction/Location</small>	to	<u>Administration Building</u> <small>Direction/Location</small>	to
<u>Dog Run</u> <small>Direction/Location</small>	to	<u>Picnic Area &amp; Pedestrian Pathways</u> <small>Direction/Location</small>	(see attached map)
_____ <small>Direction/Location</small>	to	_____ <small>Direction/Location</small>	to
_____ <small>Direction/Location</small>	to	_____ <small>Direction/Location</small>	to

Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?

- a) All of the width will be occupied?    
 b) Only a portion of the width will be occupied, consisting of \_\_\_\_\_ lanes.

If reviewing stand is to be used, where will it be located?

N/A

**Participants:**

What is the approximate number of:

- a) Persons 95 b) Animals 25 c) Vehicles 4 d) Utility trailer float \_\_\_\_\_, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: 2 Firetrucks, 1 Rescue Unit, 2 police vehicles and an ambulance if required.

A minimum of (100) one hundred feet of space must be maintained between units.

Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: This event is an inhouse event w/ speakers, lawn signs displayed along the walk route & removed during cleanup. Event banner will be carried by walkers who will be accompanied by dogs.

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: ✓ Yes No  
If yes, please describe and attach all related correspondence or permits that authorize their use.

Restrooms

What is the estimated number of spectators or Public Assembly visitors? 75

**Insurance Requirement Notice: (if required)**

**You are informed that you must meet the following insurance requirements for this event:**

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. A copy of the policy endorsement showing that the Inc. Village of Freeport is named as additional insured for this event is to be attached to the original certificate of insurance evidencing this coverage and must be in a form acceptable to the Inc. Village of Freeport.

All policies and certificates must provide that a minimum of ten (10) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.

Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holders rating of A or better and a financial rating of at least "10" or better according to the current Best Insurance Rating Guide.

Contractual Liability coverage or the hold harmless cited below, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.

**Insurance Requirement Notice (continued):**

(Name of applicant or contracted operator) 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 (municipal property/location) in Freeport by (Name of applicant or contracted operator), whether or not such injury to persons or damage to property are due or claim to be due to any negligence of (Name of applicant or contracted operator) their employees or agents.

Sign: Dolores Frederick, Dolores Frederick South Shore Guidance Ctr.  
(Name of representative and company name)

Date: 3/13/23

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

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

**Affirmation of Understanding and Awareness:**

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

Dolores Frederick  
Signature of Applicant

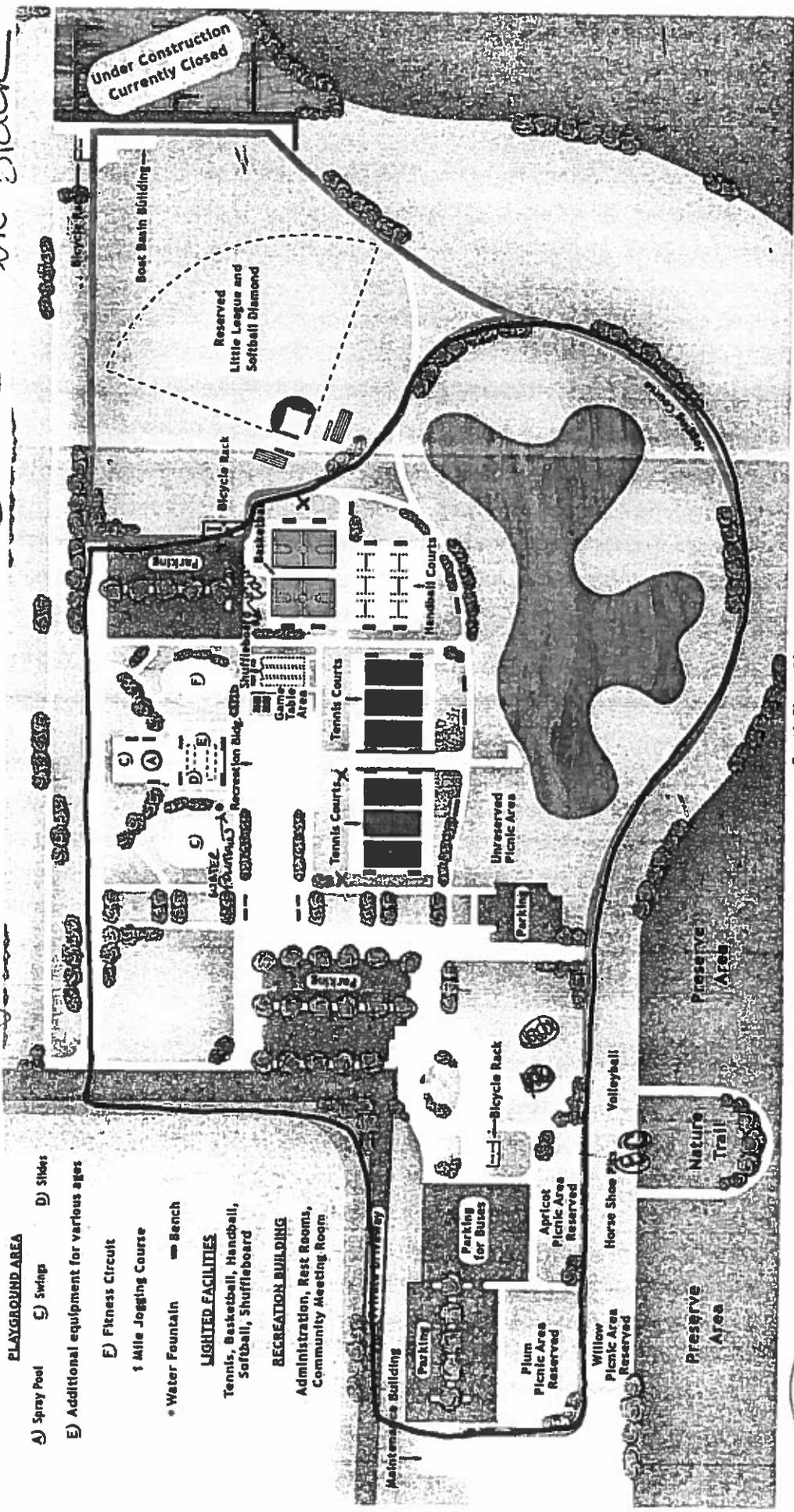
Sworn to before me this 13<sup>th</sup>

day of March 20 23

John Pinto  
Notary

John Pinto  
Notary Public, State of New York  
No. 01P15082546  
Qualified in Kings County  
My Commission Expires July 28, 2025

# South Shore Child Guidance Center - Spring Fling - Route outlined in Black



- PLAYGROUND AREA**
- A) Spray Pool
  - E) Swings
  - D) Slides
  - E) Additional equipment for various ages

- E) Fitness Circuit
- 1 Mile Jogging Course
- Water Fountain
- Bench

**LIGHTED FACILITIES**  
Tennis, Basketball, Handball, Softball, Shuffleboard

**RECREATION BUILDING**  
Administration, Rest Rooms, Community Meeting Room



**Cow Meadow**  
Cow Meadow Park & Preserve is a beautiful relaxing water-front area that has been established as part of the Nassau County Park system since 1970. Reserved and unreserved picnic areas with barbecues, horse shoe pits, shuffleboard, softball/little league, basketball and tennis courts. (Leisure Pass required; to reserve, call 571-8685).



**South Shore Blueway Trail**  
The South Shore Blueway Trail provides safe recreation, where families and groups can explore the natural beauty and cultural wonders of Long Island's south shore with human-powered boats and beachable sail craft—easily accessible by all. The trail highlights community connections between people and places, thus encouraging residents and visitors to enjoy recreational, educational and scenic experiences that encourage environmental stewardship, promote healthy lifestyles and are sustainable. For more information: southshoreblueway.com



**Playground**  
Two fun-filled activity playgrounds and sprinkler park for the children to enjoy and create memories.

Under Construction  
Currently Closed



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Woodbury, NY - Retail-Hub International Northeast 100 Sunnyside Boulevard Woodbury NY 11797	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 516-677-4700		<b>FAX (A/C, No):</b> 516-496-4040
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> South Shore Child Guidance Association, Inc. 91 Guy Lombardo Ave., Unit 1 Freeport NY 11520	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Harleysville Preferred Insurance Company		35696
	<b>INSURER B:</b> Harleysville Worcester Insurance Company		26182
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER: 578397775** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MPA0000007901AW	7/28/2022	7/28/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		BA 0000007902AW	7/28/2022	7/28/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CMB0000007903AW	7/28/2022	7/28/2023	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: 2023 South Shore Child Guidance Spring Flng Walk on May 6, 2023

## CERTIFICATE HOLDER

## CANCELLATION

Incorporated Village of Freeport  
 46 N Ocean Avenue  
 Freeport NY 11520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



RECEIVED

INTER-DEPARTMENT CORRESPONDENCE

FREEPORT POLICE DEPARTMENT

2023 MAR 20 P 12:31

Michael Smith  
Chief of Police

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

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

**TO:** Pamela Walsh Boening, Village Clerk

**FROM:** Deputy Chief Michael Williams

**DATE:** March 17, 2023

**RE:** Annual Spring Fling Walk (Cow Meadow Park)

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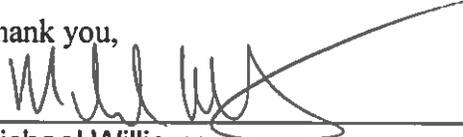
After review of the attached Parade and Public Assembly Permit Applications I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves the permit is valid.

The following is the parade route: The participants will assemble at 10:00 AM in Cow Meadow Park in the picnic Area and proceed along a walking path within the park ending up back at the picnic area.

At the conclusion of the Walk, the participants will be given the opportunity to meet and greet the guest participants, first responders, which include members of the Fire and Police Departments. The event will end with giveaways and raffles concluded by a final cleanup at 1pm.

Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Michael Williams  
Deputy Chief of Police

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

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**TO:** Pamela Walsh Boening, Village Clerk

**FROM:** Robert Fisenne, Superintendent of Public Works

**DATE:** March 22, 2023

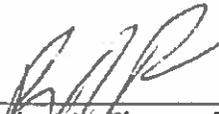
**RE:** Parade and Public Assembly Permit Application

<b>Applicant:</b>	Dolores Frederick/South Shore Child Guidance Center
<b>Date:</b>	Saturday, May 20, 2023
<b>Location:</b>	701 South Main Street (Cow Meadow Park)
<b>Assembly:</b>	9:00 am
<b>Time:</b>	10:00 am – 1:00 pm

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I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Dolores Frederick, on behalf of the South Shore Child Guidance Center to hold a Spring Fling Walk. The route will begin at the end of the picnic area and traverse along the pedestrian pathways (see attach).

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 made.

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

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

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**From:** Raymond Maguire  
**Sent:** Thursday, March 23, 2023 3:30 PM  
**To:** Pamela Boening  
**Subject:** RE: 5.20.2023 Parade and Public Assembly South Shore - Cow Meadow Park

I have reviewed the Parade & Public Assembly Permit application for May 20, 2023 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this event will be not be blocking any streets. They indicate that they will be using the park pathways. Event Coordinator(s) should be cognizant of moving the participants off of the street if Emergency Vehicles are approaching.

Please remind the applicant(s) that access to the area(s) 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*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Wednesday, March 22, 2023 10:58 AM  
**To:** Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** 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:** FW: 5.20.2023 Parade and Public Assembly South Shore - Cow Meadow Park  
**Importance:** High

Please send recommendation today.

This is on the agenda for the next BOT meeting.

Thanks.

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**From:** Pamela Boening  
**Sent:** Friday, March 17, 2023 12:01 PM  
**To:** Smith, Chief Michael J. <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond

## Pamela Boening

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**From:** Christine Maguire  
**Sent:** Thursday, March 23, 2023 9:02 AM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 5.20.2023 Parade and Public Assembly South Shore - Cow Meadow Park

Hi Pam,

Insurance is approved for the Parade and Public Assembly South Shore - Cow Meadow Park on 5/20/23

Regards,

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Friday, March 17, 2023 12:01 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Eileen Van Holderbeke <e.vanholderbeke@freeportpolice.org>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** 5.20.2023 Parade and Public Assembly South Shore - Cow Meadow Park

Please see attached and send recommendation.

*Pamela Walsh Boening*  
Village Clerk

Village of Freeport  
46 N. Ocean Avenue  
Freeport, New York 11520

516-377-2254

# INCORPORATED VILLAGE OF FREEPORT

## INTER-DEPARTMENT CORRESPONDENCE

**Date:** March 9, 2022

**To:** Mayor Robert T. Kennedy

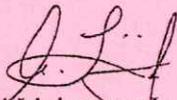
**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** Consulting Agreement – Combined Technologies, Inc. (Revised)

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Attached is the Consulting Agreement between the Incorporated Village of Freeport and Combined Technologies, Inc. (CTI) for the provision of professional on-call electrical engineering consulting services to the Incorporated Village of Freeport's Electric Department. CTI's Principal-In-Charge, Mitchell Goldstein P.E., is a registered Professional Engineer since 1988 and has previously provided support services for Freeport Electric. His services are needed to support multiple projects that are currently underway. The cost for the period March 1, 2023 to February 29, 2024 is not to exceed \$20,000.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the agreement for engineering consulting services with Combined Technologies, Inc., 43 East Mall Drive, Melville, NY 11747 from March 1, 2023 to February 29, 2024 for the not to exceed cost of \$20,000.00; and that the Mayor be authorized to execute any and all documentation associated with this agreement. The cost of these services shall be funded through account numbers E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), and E7131006 510000 (Supervision & Engineering LM6000). There are sufficient funds available to cover this expense.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form

  
Deputy Village Attorney

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

**WHEREAS**, the Electric Utility is currently in need of professional on-call electrical engineering consulting services for the Incorporated Village of Freeport's Electric Department; and

**WHEREAS**, on April 18, 2022, the Board approved to enter into a professional services contract with CTI Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321 for a not to exceed amount of \$20,000.00, for a term running retroactively to March 1, 2022 through February 28, 2023; and

**WHEREAS**, CTI's Principal-In-Charge, Mitchell Goldstein P.E., is a registered Professional Engineer since 1988; and

**WHEREAS**, these professional services performed by CTI Combined Technologies Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law; and

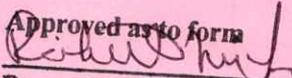
**WHEREAS**, the cost of the contract is for a not-to-exceed amount of \$20,0000 for a term running retroactively to March 1, 2023 through February 29, 2024; and

**WHEREAS**, the expenses for this service shall be funded through account numbers E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), E7131006 510000 (Supervision & Engineering LM6000), and E 110000 - Work Order #2492 (Power Plant 2 – Blown Transformer); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any documentation necessary to enter into a Consulting Agreement with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, for a not-to-exceed amount of \$20,000.00, for a term running retroactively to March 1, 2023 through February 29, 2024.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities April 19, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 18, 2022:

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

**WHEREAS**, the Electric Utility is currently experiencing a transformer failure at Power Plant 2 and is in need of engineering services with respect to this issue; and

**WHEREAS**, CTI Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321 is a company with the capabilities provide assistance with this transformer failure; and

**WHEREAS**, these professional services performed by CTI Combined Technologies Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law; and

**WHEREAS**, the cost of the contract is not to exceed \$20,000 for a term running retroactively to April 18, 2022 through February 28, 2023; and

**WHEREAS**, the expenses for this service shall be funded through account numbers E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), E7131006 510000 (Supervision & Engineering LM6000), and E 110000 - Work Order #2492 (Power Plant 2 – Blown Transformer).; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees approve and the Mayor be authorized to execute any documentation necessary to enter into a professional services contract with CTI Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321 for a not to exceed amount of \$20,000.00.

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:

X Auditor

X Electric Utilities

X Registrar

# CTI COMBINED TECHNOLOGIES INC.

43 EAST MALL DRIVE, MELVILLE, NEW YORK, N.Y. 11747-2321  
Phone 631-692-3171 Facsimile 631-367-1002

March 08, 2023

Freeport Electric  
Freeport Power Plant #2  
289 Buffalo Ave.  
Freeport, NY 11520

Attn.: Keith Muchnick - Superintendent of Power Plants

Re: Professional Services – Not-to Exceed Proposal, On-Call Engineering Consulting Services, Plant Support

Dear Keith;

In accordance with your request, this correspondence is intended to serve as Combined Technologies, Inc. (CTI) proposal to provide professional services in support of Freeport Electric's requirements to provide specific as-needed, on-call Plant support associated with power production, transmission & distribution.

## General Description of Services

At any time during the agreed upon term period, CTI will be available to perform agreed upon scope, as-needed and/or on-call services on a task-specific basis for Freeport Electric.

CTI will be prepared to respond with appropriate technical staff on an as-needed basis within 48 hours of request. The scope of services anticipated during the term period may include, but is not limited to, the following:

- Provide engineering related study services and/or reports in accordance with approved billing rates, with total costs not to exceed amounts authorized by Freeport Electric.
- At Freeport Electric's request, any other consulting services that the firm provides, where Freeport Electric believes it would be in the best interest for CTI to provide said services under this On-call proposal.

## Terms of Compensation

Fees for all assignments performed under these services and/or on-call requirements shall be charged per assignment and based on not-to-exceed lump sums and/or at hourly billing rates of compensation in accordance with the Billing Rate Schedule submitted by CTI and as made part of this Proposal, or at renegotiated rates if deemed acceptable by the Freeport Electric and CTI. Reimbursement of expenses will be requested for all reasonable and necessary expenses incurred in connection with this agreement.

Not-to-Exceed Amount: TWENTY THOUSAND DOLLARS (\$20,000.00)

Payments shall be invoiced monthly by the CTI.

Term

The term of this Proposal shall be for one (1) year of acceptance date by Freeport Electric, renewable/extended as required and/or renegotiated.

We appreciate your consideration of our proposal and greatly look forward to working with you and your team on this on resolution of the transformer failure and providing as-need, on-call Plant support.

Please do not hesitate to contact me to discuss any portion of this proposal in further detail.

Very truly yours,

COMBINED TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read "Mitchell Goldstein". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mitchell Goldstein  
Vice-President

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**COMBINED TECHNOLOGIES, INC.**

**MARCH 1, 2023 – FEBRUARY 29, 2024**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the 16th day of MARCH, 2023, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, NY 11520 (hereinafter referred to as "IVF"), and COMBINED TECHNOLOGIES, INC., with an office located at 43 East Mall Drive, Melville, NY 11747 (hereinafter referred to as "CTI"):

### WITNESSETH:

WHEREAS, CTI, has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport Electric Utility from time to time, in particular electrical engineering services, and,

WHEREAS, CTI, 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 CTI as an independent contractor, and CTI hereby accepts contract 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, 2023 and shall terminate on February 29, 2024 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 twelve (12) herein. The IVF will compensate CTI for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by CTI under this Agreement, the IVF shall pay the Consultant a fee not to exceed \$20,000.00. All services to IVF shall be billed in hourly increments utilizing the rates provided in Attachment A, and shall be accompanied by an itemized listing of all charges incurred.

#### 4. *Duties.*

The scope of CTI's services anticipated during the contract term may include, but is not limited to, the following:

- Provide engineering related study services and/or reports in accordance with approved billing rates, with total costs not to exceed amounts authorized by Freeport Electric.
- At IVF's request, any other consulting services that the firm provides, where Freeport Electric believes it would be in the best interest for CTI to provide said services under this On-call proposal.
- CTI shall be prepared to respond with appropriate technical staff on an as-needed basis within 48 hours of request.

#### 5. *Extent of Services.*

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

#### 6. *Expenses.*

CTI is authorized to incur reasonable expenses related to CTI performance of the aforesaid duties. The IVF will reimburse CTI for all such expenses authorized by the IVF upon the presentation by CTI, 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. CTI agrees to submit, on or before the first day of each month, a detailed invoice to the IVF 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.*

CTI acknowledges and agrees that this contract shall not give or extend to CTI 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 CTI under the terms of this Agreement.

8. *Insurance.*

CTI is required to provide the following insurance:

- General Liability coverage in the amount of minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including the Inc. Village of Freeport as additional insured, and contractual liability coverage with "hold harmless" agreement must be noted on the certificate.
- CTI will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.
- Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

9. *Death or Disability.*

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

10. *Assignment.*

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

11. *Confidentiality.*

CTI 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 that the parties had in their possession prior to disclosure; the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; is independently developed by the receiving party; or is required to be disclosed by law or court order.

12. *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

COMBINED TECHNOLOGIES, INC.  
43 East Mall Drive  
Melville, NY 11747-2321

13. *Confidentiality.*

CTI 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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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.

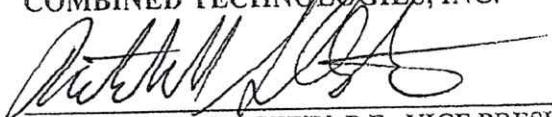
20. *Disclosure.*

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

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

COMBINED TECHNOLOGIES, INC.  
BY:   
MITCHELL GOLDSTEIN, P.E., VICE PRESIDENT

APPROVED AS TO FORM:

Village Attorney

# ATTACHMENT A

Billing Rate Schedule

Professional, Technical and Consulting Services

Invoiced based on actual hours expended or for the authorized work on Not-to-Exceed projects, the following hourly rates shall apply:

Principal-In-Charge	\$200.00
Technical Consultant	\$150.00
Professional Engineer	\$200.00
Registered Architect	\$150.00
Project Engineer	\$150.00
Project Architect	\$150.00
Project Manager	\$170.00
Environmental Scientist	\$100.00
Engineer	\$125.00
Architectural Designer	\$100.00
Engineering Designer	\$125.00
Sr. CAD Operator/Technician 1	\$100.00
Jr. CAD Operator/Technician 2	\$ 90.00
Other Employees/Associates	2.1 x employee rate
Other Hired Contractors	Cost + 18.5%

For expert testimony or attendance at night meetings the fee is \$200.00/hour with a minimum of 4 hours required.

Conference calls are charged at the indicted hourly rate.

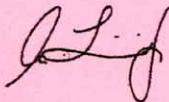
**INCORPORATED VILLAGE OF FREEPORT**  
*INTER-DEPARTMENT CORRESPONDENCE*

**Date:** March 14, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** ESRI Maintenance Contract (Geographic Information System and Mapping Software)  
Five Year Contract (Billed Annually) 3/1/2023 – 2/29/2028

---

Attached is a Software Maintenance Contract for the Village of Freeport's GIS and Mapping Software. This contract is necessary to ensure that the Village has licensing, map updates and software support for its GIS system. This contract is needed to support our versions of GIS mapping software and to be compatible with Nassau County. Several departments within the Village use this software extensively for various daily processing. Under NY Centralized Contract No. PM67345/ESRI Contract No. 305303, the cost for the March 1, 2023 to February 29, 2028 contract period is \$46,500.00. There was no increase in the annual contract cost of \$9300.00. This price will be locked in for the next five years and billed annually.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the Software Maintenance Contract with ESRI, Inc., 380 New York Street, Redlands, California 92373, from March 1, 2023 to February 29, 2028, at a cost of \$46,500.00 billed in annual increments of \$9300.00. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.

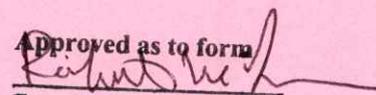


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport Electric Utility utilizes GIS and Mapping Software; and

**WHEREAS**, a maintenance contract is necessary to ensure that the Village has the appropriate licensing, map updates, and software support for the GIS System; and

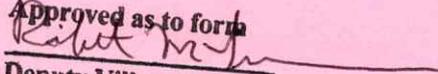
**WHEREAS**, under New York State Centralized Contract (PM67345/ESRI Contract No. 305303) with ESRI, Inc., 380 New York Street, Redlands, California, 92373, the price is \$9,300.00 (no increase from the previous year); and

**WHEREAS**, the service will be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) and there are sufficient funds to cover such expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the agreement between the Village of Freeport and ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term effective March 1, 2023 ending February 29, 2028 at a total cost of \$9,300.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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 November 17, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 15, 2021:

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

**WHEREAS**, the Village of Freeport Electric Utility utilizes GIS and Mapping Software; and

**WHEREAS**, a maintenance contract is necessary to ensure that the Village has the appropriate licensing, map updates, and software support for the GIS System; and

**WHEREAS**, under New York State Centralized Contract (PM67345/ESRI Contract No. 305303) with ESRI, Inc., 380 New York Street, Redlands, California, 92373, the price is \$9,300.00 (no increase from the previous year); and

**WHEREAS**, the service will be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) and there are sufficient funds to cover such expense; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the agreement between the Village of Freeport and ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term effective March 1, 2022 ending February 28, 2023 at a total cost of \$9,300.00 (no increase from the previous year).

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u>        </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 3/9/2023 To: 6/7/2023

## Quotation # Q-492301

Date: March 9, 2023

Customer # 107352 Contract # 305303

Village of Freeport  
 46 N Ocean Ave  
 Freeport, NY 11520

ATTENTION: Frank Prisciandaro  
 PHONE: (516) 377-2490  
 EMAIL: fprisciandaro@freeportny.gov

### Year 1 - 2023 - 2024

Material	Qty	Unit Price	Total
87192	1	\$400.00	\$400.00
ArcGIS Desktop Basic Single Use Primary Maintenance			
86500	2	\$1,200.00	\$2,400.00
ArcGIS Desktop Standard Concurrent Use Secondary Maintenance			
86497	1	\$1,500.00	\$1,500.00
ArcGIS Desktop Standard Concurrent Use Primary Maintenance			
161328	1	\$5,000.00	\$5,000.00
ArcGIS Enterprise Standard Up to Four Cores Maintenance			

### Year 2 - 2024 - 2025

Material	Qty	Unit Price	Total
87192	1	\$400.00	\$400.00
ArcGIS Desktop Basic Single Use Primary Maintenance			
86500	2	\$1,200.00	\$2,400.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Aaron Brouse	Email: abrouse@esri.com	Phone: (610) 644-3374 x5874
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

BROUSEA

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-492301**

Date: March 9, 2023

Customer # 107352 Contract # 305303

Village of Freeport  
 46 N Ocean Ave  
 Freeport, NY 11520

ATTENTION: Frank Prisciandaro  
 PHONE: (516) 377-2490  
 EMAIL: fprisciandaro@freeportny.gov

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 3/9/2023 To: 6/7/2023

Material	Qty	Unit Price	Total
ArcGIS Desktop Standard Concurrent Use Secondary Maintenance			
86497	1	\$1,500.00	\$1,500.00
ArcGIS Desktop Standard Concurrent Use Primary Maintenance			
161328	1	\$5,000.00	\$5,000.00
ArcGIS Enterprise Standard Up to Four Cores Maintenance			

**Year 3 - 2025 - 2026**

Material	Qty	Unit Price	Total
87192	1	\$400.00	\$400.00
ArcGIS Desktop Basic Single Use Primary Maintenance			
86500	2	\$1,200.00	\$2,400.00
ArcGIS Desktop Standard Concurrent Use Secondary Maintenance			
86497	1	\$1,500.00	\$1,500.00
ArcGIS Desktop Standard Concurrent Use Primary Maintenance			
161328	1	\$5,000.00	\$5,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Aaron Brouse	<b>Email:</b> abrouse@esri.com	<b>Phone:</b> (610) 644-3374 x5874
---	-----------------------------------	---------------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BROUSEA

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-492301**

Date: March 9, 2023

Customer # 107352 Contract # 305303

Village of Freeport  
 46 N Ocean Ave  
 Freeport, NY 11520

ATTENTION: Frank Prisciandaro  
 PHONE: (516) 377-2490  
 EMAIL: fprisciandaro@freeportny.gov

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 3/9/2023 To: 6/7/2023

Material	Qty	Unit Price	Total
ArcGIS Enterprise Standard Up to Four Cores Maintenance			

Year 4 - 2026 - 2027

Material	Qty	Unit Price	Total
87192	1	\$400.00	\$400.00
ArcGIS Desktop Basic Single Use Primary Maintenance			
86500	2	\$1,200.00	\$2,400.00
ArcGIS Desktop Standard Concurrent Use Secondary Maintenance			
86497	1	\$1,500.00	\$1,500.00
ArcGIS Desktop Standard Concurrent Use Primary Maintenance			
161328	1	\$5,000.00	\$5,000.00
ArcGIS Enterprise Standard Up to Four Cores Maintenance			

Year 5 - 2027 - 2028

Material	Qty	Unit Price	Total
87192	1	\$400.00	\$400.00

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**For questions contact:** Aaron Brouse      **Email:** abrouse@esri.com      **Phone:** (610) 644-3374 x5874

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 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 3/9/2023 To: 6/7/2023

## Quotation # Q-492301

Date: March 9, 2023

Customer # 107352 Contract # 305303

Village of Freeport  
 46 N Ocean Ave  
 Freeport, NY 11520

ATTENTION: Frank Prisciandaro  
 PHONE: (516) 377-2490  
 EMAIL: fprisciandaro@freeportny.gov

Material	Qty	Unit Price	Total
ArcGIS Desktop Basic Single Use Primary Maintenance			
86500	2	\$1,200.00	\$2,400.00
ArcGIS Desktop Standard Concurrent Use Secondary Maintenance			
86497	1	\$1,500.00	\$1,500.00
ArcGIS Desktop Standard Concurrent Use Primary Maintenance			
161328	1	\$5,000.00	\$5,000.00
ArcGIS Enterprise Standard Up to Four Cores Maintenance			

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 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
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**Quotation # Q-492301**

Date: March 9, 2023

Customer # 107352 Contract # 305303

Village of Freeport  
 46 N Ocean Ave  
 Freeport, NY 11520

ATTENTION: Frank Prisciandaro  
 PHONE: (516) 377-2490  
 EMAIL: fprisciandaro@freeportny.gov

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 3/9/2023 To: 6/7/2023

Subtotal:	\$46,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$46,500.00</b>

For customers purchasing from the State of New York Centralized Contract No.PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here: <https://www.esri.com/en-us/legal/overview>  
 NY State contract details can be found here:

Information Technology Umbrella Contract – Manufacturer Based:  
<https://ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>

PLEASE REFERENCE the above contract on your Purchase Order or Ordering Document.

Esri Federal Employer ID: 95-2775732

Please address purchase orders to:

Esri  
 380 New York St, Redlands, CA 92373

This agreement is contingent upon renewal of current terms or execution of an updated Master Purchase Agreement, which will take precedence over any other terms and/or customer ordering documents.

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<b>For questions contact:</b> Aaron Brouse	<b>Email:</b> abrouse@esri.com	<b>Phone:</b> (610) 644-3374 x5874
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# Quotation # Q-492301

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: March 9, 2023

Customer # 107352 Contract # 305303

Village of Freeport  
46 N Ocean Ave  
Freeport, NY 11520

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Quote is valid from: 3/9/2023 To: 6/7/2023

ATTENTION: Frank Prisciandaro  
PHONE: (516) 377-2490  
EMAIL: fprisciandaro@freeportny.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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

**Date:** March 9, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Systems & Software, Inc.  
Software Maintenance and Support  
3/1/2023 – 2/29/2024

---

Attached is the maintenance cost quotation for the Annual Software Maintenance and Support Agreement with Systems & Software, Inc., for the period March 1, 2023 to February 29, 2024. This expense is necessary to ensure that the Village has enQuesta maintenance support. The total cost for the period March 1, 2023 to February 29, 2024 is \$102,522.18. This amount includes the cost for enQuesta maintenance version 6.1 and the 3rd Party software maintenance. There is no increase in price.

In November 2021, the Village Board voted to upgrade the enQuesta system from version 4.1 to 6.1. We originally purchased the software system in February 2010 from Systems & Software. Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies.

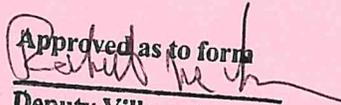
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the software maintenance and support services agreement with Systems & Software, Inc., 10 E. Allen St, Suite 201, Winooski, VT 05404 at a cost of \$102,522.18 from March 1, 2023 to February 29, 2024. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.

Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport requires an annual contract for the support of the enQuesta system, software that is vital for the day-to-day operations of the Village; and

**WHEREAS**, the enQuesta system is a proprietary software system, whose maintenance cannot be bid to outside companies, so Systems & Software, Inc is the only company able to provide maintenance to these systems; and

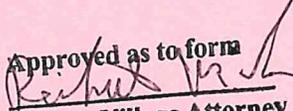
**WHEREAS**, the total cost of the maintenance and support contract for the period March 1, 2023 to February 29, 2024 is \$102,522.18; and

**WHEREAS**, this expense will be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network] and there are sufficient funds in those accounts to cover the cost of this service; and

**THEREFORE BE IT RESOLVED** that the Mayor be and hereby is authorized to contract for the procurement of enQuesta and 3<sup>rd</sup> party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a period running retroactively from March 1, 2023 through February 29, 2024 at a cost of \$102,522.18.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities December 15, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 13, 2021:

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

**WHEREAS**, the Village of Freeport requires an annual contract for the support of the enQuesta system, software that is vital for the day to day operations of the Village; and

**WHEREAS**, the enQuesta system is a proprietary software system, whose maintenance cannot be bid to outside companies, so Systems & Software, Inc is the only company able to provide maintenance to these systems; and

**WHEREAS**, the total cost of the maintenance and support contract for the period March 1, 2022 to February 28, 2023 is \$102,522.17, an increase of \$7,152.71 (7.5%) from the previous year; and

**WHEREAS**, this expense will be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network] and there are sufficient funds in those accounts to cover the cost of this service; and

**THEREFOR BE IT RESOLVED** that this Board finds that for reasons of efficiency and economy, there is a need for standardization in the procurement of said software; and

**BE IT FURTHER RESOLVED** that given the need for standardization and the impracticable and economically unfeasible alternative solutions by various purchases, that Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404 be deemed a sole source provider for the enQuesta and 3<sup>rd</sup> party software maintenance; and

**BE IT STILL FURTHER RESOLVED** that the Mayor be and hereby is authorized to contract for the procurement of enQuesta and 3<sup>rd</sup> party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05495, as a sole source vendor for a period running from March 1, 2022 through February 28, 2023 at a cost of \$102,522.17.

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 November 30, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 29, 2021:

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

**WHEREAS**, since 2010 the Village of Freeport has used the enQuesta system as the financial and billing system; and

**WHEREAS**, in 2020, the Village evaluated other billing software and determined that the enQuesta system still is the best fit for the Village; and

**WHEREAS**, in September 2021, it was time to upgrade the enQuesta system from Version 4.1 to Version 6.1; and

**WHEREAS**, the enQuesta system is a proprietary software system, so Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05495 is the only company able to provide this system; and

**WHEREAS**, the total cost of the enQuesta system upgrade will be \$181,460.00; and

**WHEREAS**, this amount includes the cost for enQuesta version 6.1, data migration, training, implementation, and go live support; and

**WHEREAS**, funding is available through a \$312,325 bond resolution approved by the Village Board of Trustees on July 12, 2021 and the cost shall be charged to H199702 524000, E 110000, and WE107 150107; and

**NOW THEREFORE BE IT RESOLVED**, on the recommendation of the Superintendent of Electric Utilities, that the Board retroactively approve and the Mayor be and hereby is authorized to sign any documentation necessary to approve the September 1, 2021 addendum to the agreement with Systems & Software, 10 East Allen Street, Suite 201, Winooski, Vermont 05495, for the upgrade to enQuesta Version 6.1, at a cost of \$181,460.00.

The Clerk polled the Board as follows:

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



Please remit to:  
62130 Collections Center Drive  
Chicago, IL 60693-0621

RECEIVED  
In: Village of Freeport  
03-08 2023  
AUDITING DEPARTMENT

Invoice MN0000002201  
Date 3/7/2023  
Page 1 of 1

Ok to process under 2024 Operating Budget

*[Signature]*  
Frank Prisciandaro 3/8/2023

Bill To  
Village of Freeport  
46 North Ocean Ave.  
Freeport, NY 11520  
United States

Ship To  
Village of Freeport  
46 North Ocean Ave.  
Freeport, NY 11520  
United States

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	FRE100		LOCAL DELIVERY	

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	ENQUESTA	enQuesta Support: 3/1/2023 to 2/29/2024	US\$ 86,712.73	US\$ 86,712.73
1.00	TPM	Third Party Maintenance: 3/1/2023 to 2/29/2024	US\$ 15,438.08	US\$ 15,438.08
1.00	ENQUESTA	Existing Water and Electric Bill Prints Modification (CQ-143): 3/1/2023 to 2/29/2024	US\$ 371.37	US\$ 371.37

Please note that payment is due on or before the maintenance start date. To avoid interruptions in service, please allow 10 business days prior to the start of your term to send in your payment.

Invoice Questions? Please call Lisa Ross at 613-226-5511 ext 2192 or email  
LRoss@harriscomputer.com

Subtotal	US\$ 102,522.18
Misc	US\$ 0.00
Tax	US\$ 0.00
Freight	US\$ 0.00
Trade Discount	US\$ 0.00
Total	US\$ 102,522.18

# INCORPORATED VILLAGE OF FREEPORT

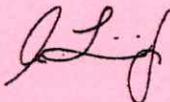
## INTER-DEPARTMENT CORRESPONDENCE

**Date:** March 17, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Bid #18-03-ELEC-443  
Uniformed Guard Services for Power Plant – Agreement Amendment 3

---

Attached for your review is Amendment 3 to the Guard Services Agreement with Arrow Security (Arrow). In 2018, the Board of Trustees awarded the Guard Services bid (Bid #18-03-ELEC-443) to Arrow as the lowest responsive and responsible bidder to provide guard services for Power Plant 1 for a term of three years with an option to extend the contract for up to two years. This contract expired on February 28, 2023 (Second Renewal Term). The Utility advertised for guard services prior to the contract expiration date but only received one response. This response contained exceptions that were unacceptable. As such, I am requesting that the guard services contract be extended for two months during which time we re-advertise for guard services. The rate will be held firm during this period.

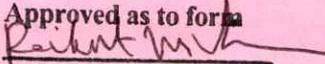
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approves extending the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period March 1, 2023 until April 30, 2023. The cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1). There are sufficient funds available to cover this expense.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two (2) years; and

**WHEREAS**, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and

**WHEREAS**, on November 1, 2021, the Board of Trustees approved the second and final extension for a term from March 1, 2022 until February 28, 2023 at a cost of \$203,112.00; and

**WHEREAS**, the Utility advertised for guard services prior to the contract expiration date, but only received one response; this response contained exceptions that were unacceptable; and

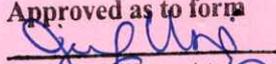
**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract be retroactively extended for two months with Arrow Security, 300 West Main Street, Smithtown, NY 11787, for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period March 1, 2023 until April 30, 2023; and

**WHEREAS**, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric, the Board approve and Mayor be and hereby extend the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to March 1, 2023 until April 30, 2023.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**GUARD SERVICES AGREEMENT  
AMENDMENT 3**

**INC. VILLAGE OF FREEPORT  
AND  
ARROW SECURITY**

---

This **AMENDMENT 3** dated March 27, 2023, is made to that certain agreement dated May 1, 2018 (the "Agreement"), and is by and between the Inc. Village of Freeport ("IVF"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Arrow Security ("the Contractor"), located at 300 W. Main St., Smithtown, NY 11787.

**WHEREAS**, the IVF and the Contractor now wish to amend the Agreement to extend the term for two months and maintain the cost of services per the Agreement terms.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IVF and the Contractor agree that the following sections of the Agreement are amended as stated below.

**Article III. Term**, amend as follows:

D. This Agreement is extended for a period of two (2) months that shall run from March 1, 2023, until April 30, 2023.

**Article V. Compensation**, add as follows:

A. (ii) The cost for Guard Services provided by the Contractor during the mini extension period shall remain the same.

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

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

**INC. VILLAGE OF FREEPORT**

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

**ARROW SECURITY**

**BY:** \_\_\_\_\_  
**JOSEPH HIRSCH, VICE PRESIDENT**

APPROVED AS TO FORM:

Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities November 3, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 1, 2021:

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

**WHEREAS**, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two years,

**WHEREAS**, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and

**WHEREAS**, the Utility is satisfied with the services provided by Arrow and is requesting that the Guard Services contract be extended for a second and final term from March 1, 2022 until February 28, 2023; and

**WHEREAS**, the compensation rate for Guard Services during the second term will remain the same as the current renewal term at \$203,112.00 per the terms of the agreement; and

**WHEREAS**, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PPI) and there are sufficient funds available to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric, the Board approve extending the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 for a cost of \$203,112.00 from March 1, 2022 until February 28, 2023.

The Clerk polled the Board as follows:

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

---

cc:

X Auditor

X Electric Utilities

X Registrar

# **INCORPORATED VILLAGE OF FREEPORT**

## **INTER-DEPARTMENT CORRESPONDENCE**

**Date:** January 26, 2023  
**To:** Robert T. Kennedy, Mayor  
**From:** Al Livingston Jr, Superintendent of Electric Utilities  
**Re:** Hitachi-ABB Sole Source Request

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Recently Substation 4F, located at Bayview Avenue and Sunrise Highway, experienced issues with its 138,000 Volts SF6 gas circuit breakers. In the substation, we have two separate breakers that are utilized on the incoming 138,000 volts feeders that are vital to Freeport's electrical grid. Currently, both of them are leaking oil from the opening and closing hydraulic system. In addition, they are losing SF6 gas that is needed to displace oxygen as it is inert and will not support an arc flash. This gas is leaking at a pace greater than it was in the past. These breakers are 27 years old and are in need of onsite repair. The breakers were manufactured by ABB which is currently owned by Hitachi Energy.

On February 6, 2023, the Board approved Hitachi Energy, 924 Quaker Drive, Irwin PA 15642 as the sole source provider of maintenance for the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02.) Attached is quote from Hitachi Energy for the repair of the breakers.

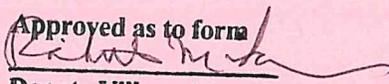
Therefore it is the recommendation of the Superintendent of Electric Utilities that the Board approve the repair of the two ABB 145 PM 65-20 138KV breakers by the sole source provider Hitachi Energy, 924 Quaker Drive, Irwin PA 15642 at a cost of \$62,904.00. The cost of this service will be charged to E7312500 573000. There are sufficient funds available for this purchase.

Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on February 6, 2023, the Board authorized to contract Hitachi Energy, 924 Quaker Drive, Irwin PA 15642, as the sole source provider for maintenance of the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02); and

**WHEREAS**, recently Substation 4F, located at Bayview Avenue and Sunrise Highway, experienced issues with its 138,000 Volts SF6 gas circuit breakers; and

**WHEREAS**, in the substation, the Utility has two separate breakers (27 years old), manufactured by ABB (currently owned by Hitachi Energy) that are utilized on the incoming 138,000 volts feeders that are vital to Freeport's electrical grid; and

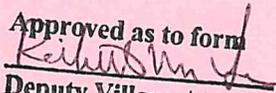
**WHEREAS**, currently, both of them are leaking oil from the opening and closing hydraulic system, they are losing SF6 gas, and are in need of onsite repair; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval for Hitachi Energy, the sole source provider for maintenance for the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02), to make the repairs to the ABB breakers at a cost of \$62,904.00; 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 to execute any documentation necessary with Hitachi Energy, 924 Quaker Drive, Irwin PA 15642, to repair the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02) at a cost of \$62,904.00.

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

# Purchase Request Justification

Vendor

Date: 02/17/23

# 2696

**VENDOR:** Hitachi Energy USA Inc.  
 High Voltage Power Products  
 Distribution Circle  
 Mt. Pleasant, PA 15666 USA  
 724-696-1300  
 1-724-696-1343  
 E-Mail: byron.brandes@powertechllc.com

**PHONE:** 724-696-1300  
**FAX.#** 1-724-696-1343  
**E-Mail:** byron.brandes@powertechllc.com

Quantity	Amount	Item #	Code	Description	
2	\$31,452.00			February 10, 2023 Hitachi Energy USA Inc. Negotiation Number: QT-23-00878932 Repair of oil leaks in the charging mechanism of both 138,000 volt SF6 gas breakers.	\$62,904.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
					<b>\$62,904.00</b>

**Ship To:** Freeport Electric  
 289 Buffalo Ave  
 Freeport NY 11520

**Justification:**  
 Work needed for the continued operation of the 138,000 volt breakers at Sub 4F. See Sole Source letter. (See directives)

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 7, 2023  
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Electric Utility is in need of maintenance for the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02); and

WHEREAS, recently Substation 4F, located at Bayview Avenue and Sunrise Highway, experienced issues with its 138,000 Volts SF6 gas circuit breakers; and

WHEREAS, in the substation, the Utility has two separate breakers that are utilized on the incoming 138,000 volts feeders that are vital to Freeport's electrical grid; currently, both of them are leaking oil from the opening and closing hydraulic system; and

WHEREAS, in addition, they are losing SF6 gas; these breakers are 27 years old and are in need of onsite repair; and

WHEREAS, the breakers were manufactured by ABB which is currently owned by Hitachi Energy; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for Hitachi Energy, 924 Quaker Drive, Irwin PA 15642, as the sole source provider for maintenance for the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02); 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 contract Hitachi Energy, 924 Quaker Drive, Irwin PA 15642, as the sole source provider for maintenance of the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02).

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

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

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

     Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

     OTHER

# HITACHI

February 10, 2023

Hitachi Energy USA Inc. Negotiation Number: QT-23-00878932

Dear Valued Customer:

Attached is a quotation from Hitachi Energy USA Inc., per your request.

The opportunity to provide these items to you is greatly appreciated, and this offering is intended to meet your highest expectations.

Hitachi Energy USA Inc. stands ready to work with you with technical application experts, spare parts, training and support services intended to reduce your total cost of ownership.

A solution for every application in today's power grid, backed by local service support.

We look forward to your consideration of this offering and will be pleased to answer any questions you may have.

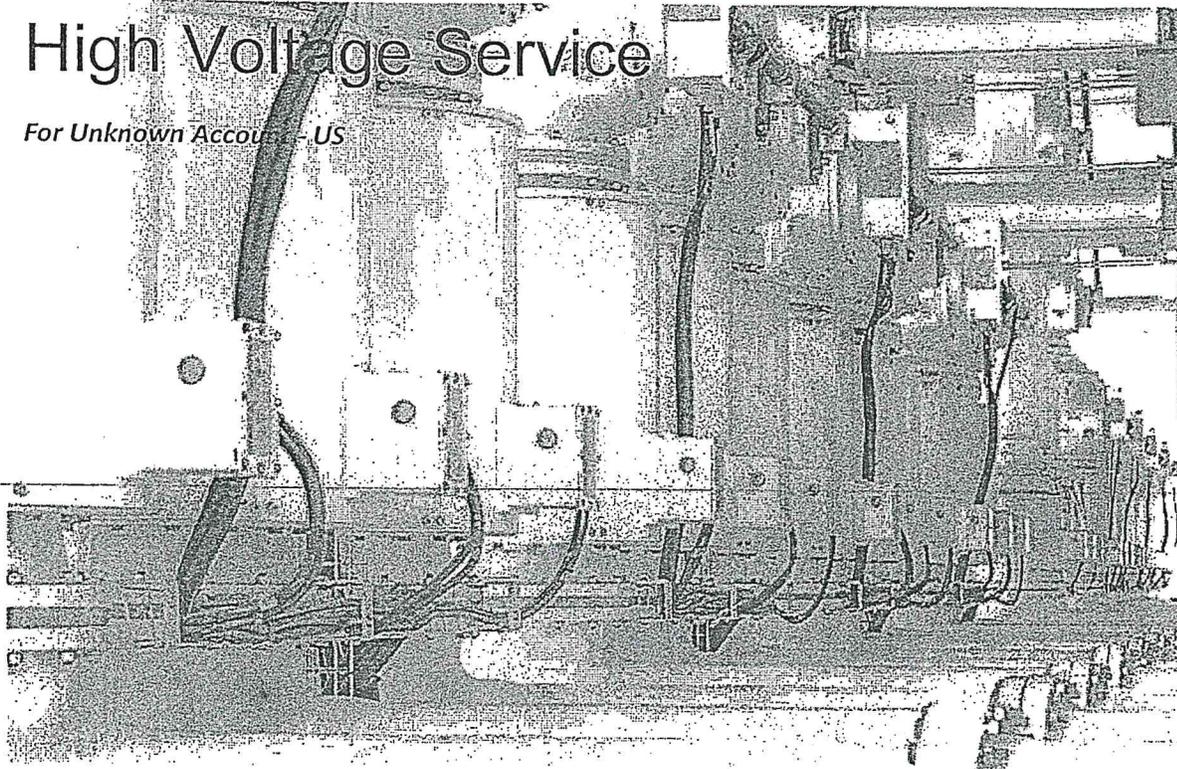
Kind Regards,

**Prepared by:**  
Emalee D Tunney  
Hitachi Energy USA Inc.  
100 Distribution Circle  
Mount Pleasant, PA 15666

**HITACHI**

# High Voltage Service

*For Unknown Accounts - US*



Hitachi Energy USA Inc. Negotiation Number:

**QT-23-00878932**

Prepared on February 10, 2023 by:

Byron Brandes

byron.brandes@powertechllc.com  
Inside Sales Support

# HITACHI

## PRICING & ORDERING INFORMATION

Item	Part Number/ Description	Lead Time if out of stock	Quantity	Unit Price [USD]	Total Price [USD]
1	<b>VXL04FS_ABB</b> Hitachi to provide:  One (1) Field Service Engineer for the field rebuild of one (1) HMB-1.5 mechanism 145PM63-20 circuit breaker, SN: 102320-01.  Service is estimated to require 4 days @ 10 hours per day on site, proposed as time & materials. Actual will be billed based on time spent at site.  Mobilization/Demobilization (8 Hours, Round trip, Approx.)  Hitachi recognizes the need for this project to be performed in a professional, timely and cost-effective manner. Hitachi will provide a Factory Field Service Engineer during the proposed workscope to Technically Assist the local crew and provide "Best Practice" recommendations.	N/A	1	\$20,530	\$20,530
2	<b>KA00044702</b> HMB-1.5 Field Kit, Op rod not included	16 weeks	1	\$8,811	\$8,811
3	<b>CommBund_EquipRent</b> Commissioning Bundle	N/A	1	\$1,963	\$1,963
4	<b>Vcm_Mech_EquipRent</b> Vacuum Device for Hydraulic Mechanism	N/A	1	\$148	\$148

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<b>Total Scope</b>	<b>\$31,452</b>
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Internal Order Booking Code: 9AAF406766 Validity: Prices are valid 30 days from date of submittal.

**HITACHI**

## SCOPE OF SUPPLY AND PRICES

Customer to provide the following:

- De-energization and grounding of the work site
- Removal of the high voltage leads from the bushing top terminals
- Perform all switching, isolation, and grounding (including lockout/tagout) of equipment for ABB field service engineers, per mutually agreed upon schedule.
- Remove all HV grounding and energize the breaker.
- Provide refurbishment components for the applicable breaker as listed in this proposal
- All the necessary formalities like gate pass/ permits etc. to be arranged
- Power supply
  - 120VAC- single phase; 20 Amp
- Sanitations facilities
- Waste disposals, minor construction waste.
- Crane w/ Operator or Jib Crane on crew truck for removal of mechanism
- One (1) Skilled Helper and One (1) technician
- Indoor shop area for rebuilding of mechanism

# HITACHI

## TECHNICAL NOTES

- Technical Note 1: Provide site address either by coordinates or specific street address. PO BOX address do not apply.
- Technical Note 2: Please provide Site Contact name, cell phone number and email address and proposed date to begin work at site prior to acceptance of your PO.
- Technical Note 3: Provide a test technician to assist Hitachi Energy USA Inc. with the testing process.
- Technical Note 4: Provide Breaker Serial number(s) prior to acceptance of your PO.
- Technical Note 5: Customer to perform switching and isolation procedures including grounding completed prior to the onsite arrival of the Hitachi Energy USA Inc. Field Service Engineer.
- Technical Note 6: Customer to verify that all tools, ladders, testing equipment (timer, transducer, micro-ohm, SF6 purity, SO2 and moisture analyzer), rental equipment (manlift) and parts are on site.
- Technical Note 7: Means to attach test leads to bushing top terminals.
- Technical Note 8: Field Service Engineer normal lead time varies between 6 to 10 weeks depending on load. The dates proposed in this Quote are TENTATIVE. Hitachi Energy USA Inc. Field Service Scheduler will confirm work schedule upon receipt of Purchase Order.
- Technical Note 9: Customer to provide electrical power to the site as required for operation of equipment (120VAC).
- Technical Note 10: Customer to provide sanitation facilities as required by local laws.
- Technical Note 11: CBS and CT testing not included in standard scope.
- Technical Note 12: Customer to provide for relay verification from the substation control house to the circuit breaker.
- Technical Note 13: Commission bundle includes: breaker timer, transducer, moisture meter, micro-ohm meter, handheld SF6 leak detector, density monitor calibration tool.
- Technical Note 14: The scope of work will be performed in accordance with your and Hitachi Energy USA Inc. safety standards.
- Technical Note 15: Delays out of the control of Hitachi Energy USA Inc. will be invoiced per the attached Field Service Rate Schedule U.S.A 1ZUL9520-001 at Class I.
- Technical Note 16: Sunday travel will be invoiced at an additional Lump Sum of \$950.
- Technical Note 17: Saturday travel will be invoiced at an additional lump sum of \$650.
- Technical Note 18: Site specific training will be invoiced additionally.
- Technical Note 19: Please advise if any specific safety credentials or safety council requirements such as: TWIC, MICCS, background checks, drug screening, etc. are required. An extra 4 weeks may be needed to arrange for specific credentials.

## COMMENTS AND CLARIFICATIONS

# HITACHI

## GENERAL

The above new selling price does not include any drawings or documentation to be supplied by Hitachi Energy US Inc. If drawings are required, they will be quoted as a separate item upon request.

All quoted stock items are subject to prior sale. In the event of a return, a 25% restocking charge will apply.

Shipping policy for stock and non-stock items\* where a same-day or a next-available day shipment in the US\*\* is needed, an expediting charge of 25% will be added.

For Export Orders and Order that needs Airfreight, the expedite fee is 15%.

For Export ground or sea freight is not included unless specifically requested it will be quoted as a separate item. Air freight charges will be billed separately if and when applicable.

See Expediting clause at the end of the document.

**\$100 minimum order. \$500 minimum order for Export.**

Any Customer-related deviations from that scope will require a Change Order. Additional labor, per diem, and travel costs incurred due to Force Majeure events will be added to the final invoice according to this Quotation and the Hitachi Energy USA Inc. Power Grids Field Service Rate Schedule.

Technical Assistance is for Hitachi Energy USA Inc. to provide direction to customer personnel in the proper work procedures for the performed work procedures. These personnel need to have proper skills to perform the maintenance activities. Hitachi Energy USA Inc. does not assume any responsibility for the craftsmanship of the work performed by customer's personnel.

Repair Services do not include failure or root-cause analysis, such analysis can be done for additional cost, and requires logistical coordination with Hitachi Energy USA Inc. If you require such analysis, please notify Hitachi Energy USA Inc. sales ASAP so we can add to this Contract and begin logistical coordination.

## PRICE REVISION

Supplier reserves the right to adjust the prices in the following events:

1. The delivery period is extended by customer's influence a price increase of 3% p.a. will apply.
2. Payments are made in other currency than United States Dollars (USD) and extended delivery period will affect receipt of payments accordingly.
3. The nature or the scope of the Supply is changed.
4. The documents provided by the Customer are not in conformity with the actual circumstances or are incomplete.
5. Purchasing conditions and prices on spare parts are valid for this offer only. They are not valid for purchase of spare parts separately
6. Raw material costs and transportation cost increase of more than 1% on a monthly basis; reference price will be the following:
  - **Aluminum:** LME (London Metal Exchange index) - value at date of the quote above.
  - **Copper:** LME (London Metal Exchange index) – value at date of the quote above.
  - **Steel:** (Destatis or Agoria Indexes) - value at date of the quote above.
  - **Transportation costs:** BDI (Baltic Dry Index) if and when applicable for sea/airfreight shipment

# HITACHI

## FREIGHT/DELIVERY TERMS

Shipment for parts are EXW

## PAYMENT TERMS

30 days net – 100% at delivery/completion of Services Time & Material

"Prices are Time & Material unless Lump Sum Price is specified. In case of Lump Sum Price, prices are valid as quoted however, for any delay caused beyond Hitachi Energy ES responsibility, additional time will be charged according to signed time sheet at the current PG Market Rates sheet 1ZUL9520-001 attached in this quote".

## TERMS & CONDITIONS

AS PER ATTACHED "Hitachi Energy USA Inc. General Terms and Conditions of Sale (standard)".

## CORONA VIRUS CLAUSE

### Pricing and delivery assumption

Price and delivery are subject to adjustment for (i) any increase in cost or (ii) delays in the delivery of goods or services arising as a result of:

1. *an epidemic/pandemic or contagion in the country in which the contract is performed or in any other country where labor, goods, materials or equipment required for the performance of the contract are sourced, manufactured, assembled or exported from; or*
2. *controls, restrictions or other measures put in place by one or more competent authorities in response to such epidemic or contagion described above; or*
3. *any measures taken by HITACHI ENERGY ES to prevent or mitigate any health risk.*

The Parties are aware of the current outbreak of the Coronavirus (Covid19) which is or may impact normal business and execution of this Contract. The Parties agree that HITACHI ENERGY ES is entitled to cost compensation, time extension, or other reasonably required contract adjustments, if any consequences whether directly or indirectly resulting out of, or in connection with the coronavirus outbreak, lead to delays in delivery of goods or provision of services or otherwise affect HITACHI ENERGY ES's contractual obligations or duties.

# HITACHI

## Order Change/Cancellation/Delay/Expediting Policy for High Voltage Service

### Overview

Hitachi Energy USA Inc. High Voltage Service division prides ourselves on the ability to meet our customer's diverse needs each and every time. On rare occasions, there is a need for our customers to expedite, change, cancel or delay an order that is either currently in house or will be received in a short amount of time. While Hitachi Energy USA Inc. makes every attempt to satisfy each and every request we receive, these extreme scenarios can significantly affect our operations and the schedules of other jobs that are currently in the schedule. This policy serves as a guideline for the application of change, cancellation, delay or expediting fees as they may apply to HV Service.

### Changes

All requests for equipment change or additions to the quoted design or will be reviewed for impact to committed pricing and delivery dates. In general, prices and/or shipment will be more significantly affected for changes requested closer to time of scheduled production or mobilization. In no case will customer changes be available following the start of production or after mobilization for a job has occurred.

A quotation will be provided which assesses the impact of requested and feasible changes in term of price, delivery or schedule adjustment, as applicable. Any price adjustment must be acknowledged by a change order from both the customer and Hitachi Energy USA Inc. sales network prior to implementing the change. Similarly, any change request for which a revised shipment date or schedule (in the case of field service) has been quoted will require written customer acceptance of the new date or schedule prior to initiation of change. New delivery dates for parts or service are subject to available production space, material availability and availability of personnel required to perform the intended scope of work at time of change.

### Cancellation

Unless engineering, fabrication, assembly or mobilization has already begun, parts orders that are cancelled within 15 days following order entry will generally not be subject to cancellation charges. Field service orders cancelled 60 days prior to scheduled mobilization date will not be subject to cancellation fees. Hitachi Energy USA Inc. reserves the rights to apply the following cancellation charge schedule for parts and service orders cancelled beyond the following grace periods listed above.

Parts or Service Shop Orders	
<u>Charge</u>	<u>Timeline</u>
0%	15 days after order entry
10%	following start of order engineering
40%	following purchase of materials
60%	7 days prior to scheduled ship date

Field Service and Engineering/Consulting Orders	
<u>Charge</u>	<u>Timeline</u>
\$0	60 days prior to mobilization
\$500 & Costs + 15%	15 days prior to mobilization 20%
of Order Amount or	0-14 days prior to mobilization
\$1,000 & Costs + 15%	
whichever is greater	

Delays

Orders that are requested to be rescheduled within 2 weeks following original order entry will generally not be subject to delay charges. However, to help defray labor and inventory carrying costs that may occur if a customer requests a shipment delay beyond 2-weeks from original order entry, charges will be assessed in accordance with the following fee schedule. New delivery dates for parts or service are subject to available production space, material availability and availability of personnel required to perform the intended scope of work at time of change.

Parts or Service Shop Orders	
<u>Charge</u>	<u>Timeline</u>
10%	15 days prior to scheduled ship date

Field Service and Engineering/Consulting Orders	
<u>Charge</u>	<u>Timeline</u>
\$250 & expenses + 15%	0-7 days prior to mobilization

Expediting

Hitachi Energy USA Inc. realizes that emergencies may happen and makes every effort to respond via conventional or unconventional means. To address the case of emergency requests, Hitachi Energy USA Inc. may need to re-prioritize schedules, employ the use of overtime, delay previously scheduled orders and incur expediting fees of our own. To address these rate situations, Hitachi Energy USA Inc. offers the following expediting scheduling for parts and services. Hitachi Energy USA Inc. reserves the right to apply the following expediting charges for parts and service orders within the timelines listed below:

# HITACHI

## Parts or Service Shop Orders

<u>Charge</u>	<u>Timeline</u>
15%	Same or next available day item ready-for-shipment (Shipment/Airfreight <u>not</u> included)
25%	Same or next available day Shipment in the US** for stock and non-stock item*
25%	2-week shipment on major assemblies (pole units, interrupters, mechanisms, etc.)
50%	0-1 week major assemblies

## Field Service and Engineering/Consulting Orders

<u>Charge</u>	<u>Timeline</u>
\$3,200/day & expenses + 15%	0-14 days prior to mobilization

\*non-stock item indicates a part or a part assembly that is currently not in HV Service inventory, but it is available for shipment through a 3rd party inventory.

\*\*Excluding Alaska, Hawaii, Puerto Rico, U.S. Virgin Island and U.S. Territories.

☞ Hitachi Energy US INC.

☞ GENERAL TERMS AND CONDITIONS OF SALE

**General.** The terms and conditions contained herein, together with any additional or different terms contained in Hitachi Energy Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by Hitachi Energy of the order, or Purchaser's acceptance of Hitachi Energy Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by Hitachi Energy being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms Hitachi Energy hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by Hitachi Energy under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by Hitachi Energy under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

**1. Prices.**

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which Hitachi Energy or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide Hitachi Energy a copy, acceptable to the relevant governmental authorities of any such certificate or permit. The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of Hitachi Energy Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by Hitachi Energy additional cost.

**2. Payment.**

Unless specified to the contrary in writing by Hitachi Energy, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by Hitachi Energy in the Proposal.

If in the judgment of Hitachi Energy the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Hitachi Energy may require payment in advance, payment security satisfactory to Hitachi Energy, or may terminate the order, whereupon Hitachi Energy shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date Hitachi Energy is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus Hitachi Energy attorneys' fees and court costs incurred in connection with collection.

**3. Changes.**

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Any changes requested by Purchaser affecting the ordered scope of work must be accepted by Hitachi Energy and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

Hitachi Energy may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, Hitachi Energy shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

#### 4. Delivery.

- (a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered
- F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered
  - F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.

If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, Hitachi Energy may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for Hitachi Energy performance hereunder.

Claims for shortages or other errors in delivery must be made in writing to Hitachi Energy within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by Hitachi Energy. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

**Title & Risk of Loss.** Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in Hitachi Energy until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

#### 5. Inspection, Testing and Acceptance.

Any inspection by Purchaser of Equipment on Hitachi Energy premises shall be scheduled in advance to be performed during normal working hours.

If the order provides for factory acceptance testing, Hitachi Energy shall notify Purchaser when Hitachi Energy will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

If the order provides for site acceptance testing, testing will be performed by Hitachi Energy personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of Hitachi Energy, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

#### 6. Warranties and Remedies.

**Equipment and Services Warranty.** Hitachi Energy warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

**Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use

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and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Hitachi Energy promptly after such discovery and within the applicable Warranty Remedy Period, Hitachi Energy shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Hitachi Energy promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Hitachi Energy will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

**Exceptions.** Hitachi Energy shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-Hitachi Energy supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. Hitachi Energy shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to Hitachi Energy instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by Hitachi Energy but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

**Software Warranty and Remedies.** Hitachi Energy warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Hitachi Energy published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to Hitachi Energy promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Hitachi Energy shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at Hitachi Energy facility necessary corrected or replacement programs. Hitachi Energy shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. Hitachi Energy does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs". THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND Hitachi Energy ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### **7. Patent Indemnity.**

Hitachi Energy shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by Hitachi Energy (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given Hitachi Energy prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

Hitachi Energy shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by Hitachi Energy; (ii) any Equipment or Process supplied according to a design, other than an Hitachi Energy design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of Hitachi Energy.

If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, Hitachi Energy shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with

Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF Hitachi Energy AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that Hitachi Energy is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by Hitachi Energy or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against Hitachi Energy, Purchaser shall defend and indemnify Hitachi Energy in the same manner and to the same extent that Hitachi Energy would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

#### 8. Limitation of Liability.

In no event shall Hitachi Energy, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Hitachi Energy liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim. All causes of action against Hitachi Energy arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof. In no event, regardless of cause, shall Hitachi Energy be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

**Laws and Regulations.** Hitachi Energy does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes hereto, Hitachi Energy assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon Hitachi Energy for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against Hitachi Energy under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

**OSHA.** Hitachi Energy warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, Hitachi Energy will replace the affected part or modify it so that it conforms to such standard or regulation. Hitachi Energy obligation shall be limited to such replacement or modification. In no event shall Hitachi Energy be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than Hitachi Energy.

9. **Software License.**

Hitachi Energy owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by Hitachi Energy; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with Hitachi Energy prior written consent.

Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to Hitachi Energy the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

**Inventions and Information.** Unless otherwise agreed in writing by Hitachi Energy and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with Hitachi Energy. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of Hitachi Energy. Purchaser shall not, without Hitachi Energy prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

**Force Majeure.** Hitachi Energy shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Hitachi Energy for such delay.

**Cancellation.** Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Hitachi Energy attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

**Termination.** No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by Hitachi Energy of Purchaser's written notice specifying such default, Hitachi Energy shall have failed to initiate and pursue with due diligence correction of such specified default.

10. **Export Control.**

Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Hitachi Energy or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

If applicable, Hitachi Energy shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Hitachi Energy. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Hitachi Energy without liability for damages of any kind resulting from such cancellation. At Hitachi Energy request, Purchaser shall provide to Hitachi Energy a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Hitachi Energy.

**Assignment.** Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of Hitachi Energy shall be void.

**Nuclear Insurance – Indemnity.** For applications in nuclear projects, the Purchaser and/or its enduser customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify Hitachi Energy, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

**Resale.** If Purchaser resells any of the Equipment, the sale terms shall limit Hitachi Energy liability to the buyer to the same extent that Hitachi Energy liability to Purchaser is limited hereunder.

**Entire Agreement.** This Agreement constitutes the entire agreement between Hitachi Energy and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between Hitachi Energy and Purchaser other than those set forth herein or herein provided.



**Hitachi Energy  
Equipment Service**

April 2022

**Hitachi Energy**

**Technical Services**

Hitachi Energy USA Inc. maintains a complete staff of trained field engineers and technicians who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start up, engineering studies, maintenance and repair services of electrical apparatus. Field engineers and technicians are classified into categories dependent upon the degree of expertise and complexity of the service required.

**Class I – Service Engineer or Technical Specialist**

The service engineer or technical specialist has specialized educational and factory training and experience in design, assembly, installation, and testing. This person is required for special diagnosis, repairs, inspection, failure analysis, engineering evaluations, and training of customer personnel.

**Class II – Lead Service Technician**

The lead service technician has specialized factory training and experience. This person can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance, or service requirements consistent with ABB guidelines.

**Class III – General Service Technician**

The service technician has craft trade training along with factory training. The specialist will engage in performance of routine maintenance, installation and service activities.

1. Daily rate applies to all time worked or traveled during a normal eight-hour workday. The shift is defined as any consecutive eight-hour period (Monday- Friday, excluding holidays) with an allowance for lunch.
2. Overtime rate applies to all hours worked or traveled in excess of eight hours on weekdays and the first eight hours worked or traveled on Saturday.
3. Sunday and Holiday rate applies to all hours work or traveled on Sundays, holidays, and in excess of eight hours on Saturday.

Hitachi Energy policy is a maximum of (12) twelve working hours per day per person including travel time. Under special circumstances and with prior

Hitachi Energy Business Unit approval, the maximum work hours can be extended to (16) sixteen working hours per day per person including travel time.

Hourly and daily rates are exclusive of all travel and living costs. Charges for travel and living expenses will be billed at cost plus a 25% handling charge.

**Per Diem**

Where purchasers specify or require daily rates for field services inclusive of local traveling and living expenses, a flat charge will be billed for all time worked or traveled per eight-hour weekday or fraction thereof (Monday through Friday). All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly overtime rates. Per Diem rates exclude the cost of airfare to/from the job site and home base.

**Traveling Time**

The billing for traveling time will be at the applicable rate for the actual time traveled.

Traveling time and expenses for each specialist / technician will include leaving and returning to the employee's home base.

**Minimum Billing**

A minimum billing for one day's service will be charged for each day or fraction thereof that a specialist / technician spends on the customer's premises.

**Standby Time**

When specialists / technicians are on the customer's premises but are unable to perform the services requested because of circumstances beyond the control of ABB Inc., the purchaser will be charged at the applicable rate.

**Preparation / Post Work Time**

When a specialist / technician works on a customer's project prior to the start of the field work and/or after the field work, the purchaser will be charged for all hours worked at the applicable rate.

**HV Remote Technical Assistance**

Remote Technical support/ Assistance to be given by consultants. Rate includes 8 hours support per day. Minimum 4 hours 50% of daily rate to apply

**Specialist Rates**

Classification	Daily Rate (1)	Daily Rate with Per Diem	Hourly Overtime Rate (2)	Hourly, Sunday, Standby, & Holiday Rate (3)
<b>Transformer Services</b>				
Class I	\$2480	\$2830	\$465	\$620
Class II	\$1650	\$2000	\$310	\$415
Class III	\$1320	\$1670	\$250	\$330
Emergency	25% surcharge added to above rates			
<b>HV Services (Dead Tank Breaker, Live Tank Breaker Service)</b>				
Class I	\$2,160	\$2,510	\$405	\$540
Class II	\$2,050	\$2,400	\$384	\$513
Emergency	25% surcharge added to above rates			
<b>HV Gas Insulated Substation (GIS), PASS Breaker and Generator Circuit Breaker Services</b>				
Class I GIS	\$2480	\$2830	\$465	\$620
Emergency	25% surcharge added to above rates			
<b>HV Remote Technical Assistance</b>				
Consultant	\$2,050			

**Other Charges**

The following charges will be in addition to the service rates stated previously:

- A. Purchased Material**  
When the job requires the purchase of materials or services from subcontractors or other vendors or expendable tools, such items will be billed at cost plus a service charge not to exceed 30%.
- B. Special Tools and Equipment Furnished by Hitachi Energy**  
A rental charge shall be made for all specialized tools, equipment, and instruments. Refer to Hitachi Energy USA Inc. Field Service Equipment Rental Rate Schedule.
- C. Company Vehicle Mileage Rate**  
The cost of mileage for company vehicles to travel to and from the standard job site will be billed at a rate of \$0.75 per mile and \$200 per day.
- D. Oil Processing Trailer**  
The daily rate for an oil processing trailer will be billed at \$2,500 per day, if required. Mobilization and demobilization charges will be billed at a rate of \$3.50 per mile each way. The usage of an oil processing trailer requires at least four service personnel (2 of the four must be Hitachi Energy personnel).

**TERMS OF PAYMENT**  
Net 30 days

**TERMS AND CONDITIONS** Hitachi Energy USA Inc. "General Terms and Conditions of Sale"

# HITACHI

## WHAT ELSE HITACHI ENERGY CAN OFFER TO YOUR COMPANY?

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### Remote Monitoring and Service Center

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#### CoCe – Collaboration Center

Our Collaboration Center, located in Mt. Pleasant, PA, is a centralized, multi-media control room outfitted with the latest technology to seamlessly connect you to Hitachi Energy service specialists.

Hitachi Energy Service has always been there for our customers with live and in person after sales support on our high voltage equipment. In the event that our field service engineers cannot get to site, we can offer remote monitoring and access to our expert knowledge. Our CoCe can manage the monitoring of a huge number of devices, letting your company to focus on what it really matters.

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### Monitoring Solutions

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#### MSM - Modular Switchgear Monitoring



The Modular Switchgear Monitoring (MSM) is an add-on system to supervise all types of high-voltage switchgears like dead tank breakers (DTB), live tank breakers (LTB), gas insulated switchgear (GIS) and hybrids. The system operates independently of existing control and protection devices and can be installed in new substations or retrofitted in existing installations.

Features: Gas pressure / Leak rate / Travel curve / Mech timing / Contact speed / coil current / operation counter / contact wear / motor current & time / motor without operation.

#### Switchgear Camera – Video confirmation for switches



The GIS / PASS camera mounted to a variety of viewports using a corresponding adapter. The lens and LEDs are specifically chosen and arranged to obtain a sufficient field of view with minimum reflections at the viewport glass. Power for the camera is supplied via PoE (Power-over-Ethernet). The camera transmits a HD live stream with a frame rate of 30 fps. The image resolution is 720p. Due to its safety relevant purpose the camera processor analyzes whether the image coming from the sensor is live. In case of a frozen image an overlaid rectangle in the image turns red.

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### SF6 Solutions

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#### CSRP - Cryogenic SF6 Recycling Plant

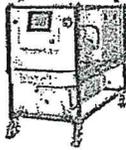


Thinking in the environment, Hitachi Energy developed a recycling plant for any level of SF6 purity, based on a patented cryogenic process, the machine processes the SF6 with no loss and return it to new grade.

The recycling plant is situated on Greensburg – PA - USA, but depending on the demand, it can be shipped to customer site, and after a commissioning, start recycling from anywhere!

# HITACHI

## Wika – Gas Carts



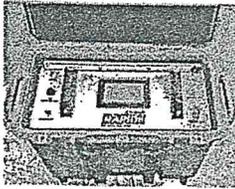
**WIKAI**

Wika & Hitachi Energy have a partnership to offer to the market a high end SF6 gas cart, tested and developed in cooperation, the GPU line, is all you need to handle SF6 with safety and technology.

The SF<sub>6</sub> service equipment is an efficient and reliable solution that exceeds the current IEC standards for handling SF<sub>6</sub> gas. Low downtimes through long service intervals of more than 2,500 hours make them an extremely durable product that is always ready for use.

SIL2 components / 10" touchscreen / Trailer and generator as optional.

## EMT- Gas Analyzers and Top-Up Units



EMT & Hitachi Energy have a partnership to offer to the market a high end SF6 tester and auto top-up devices, this equipment is used by our crew, so we attest the quality of this product.

The Zero Waste Rapide Plus is a SF6 Gas analyzer, that can measure up to 8 different gases in 1 minute, 8 hours battery.

The Smartfill is a device to perform SF6 filling with the most safety possible, all the user needs to do is select the desired pressure, and the unit control the flow automatic.

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

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

**FROM: Michael Smith, Chief of Police**

**DATE: March 17, 2023**

**RE: Maintenance Contract for Telephone and Radio Recording System**

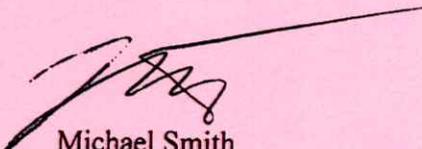
This is to request the approval to purchase a maintenance contract for the Eventide telephone and radio recording system. This system records telephone and radio transmissions made by the department. Due to the complexity of the system, continued maintenance to the system is needed. The system was purchased and placed into service in September 2021. Coverage includes support from Monday to Friday, 9:00am to 5:00pm, and includes software updates.

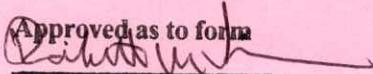
This renewal maintenance contract will be effect from July 1<sup>st</sup> 2023 to February 29<sup>th</sup> 2024.

The total cost for this purchase is \$1,568.00. This is a \$620.80 decrease from last year (this year's contract covers 8 months instead of 12). This expense is budgeted for in account A312004 542800 – Service Contracts.

The vendor is Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Rd, Suite 200, Red Bank NJ, 07701. The contact person is Tim Feldmann, 732-481-1301, tfeldmann@interactionic.com.

Should you have any questions or require additional information, please contact me at your convenience.

  
Michael Smith  
Chief of Police

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Police Department is requesting approval for the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Red Bank, New Jersey 07701; and

**WHEREAS**, this system records telephone and radio transmissions made by the department; and

**WHEREAS**, the system was purchased and placed into service in September 2021; and

**WHEREAS**, coverage will include support for Monday to Friday, 9:00 am to 5:00 pm and includes software updates; and

**WHEREAS**, this renewal maintenance contract will be in effect from July 1, 2023 to February 29, 2024; and

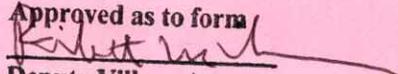
**WHEREAS**, the total cost for this purchase is \$1,568.00 (a \$620.80 decrease from last year); and

**WHEREAS**, this expense is budgeted for in account A312004 542800 Police-Service; and

**NOW, THEREFORE, BE IT RESOLVED**, that based upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Red Bank, New Jersey 07701, for a term from July 1, 2023 to February 29, 2024 for a total cost of \$1,568.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Michael J. Smith, Chief of Police December 22, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 20, 2021:

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

**WHEREAS**, the Freeport Police Department is requesting approval for the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Red Bank, New Jersey 07701; and

**WHEREAS**, this system records telephone and radio transmissions made by the department; and

**WHEREAS**, the system was purchased and placed into service in September 2021; and

**WHEREAS**, coverage will include support for Monday to Friday, 9:00am to 5:00pm and includes software updates; and

**WHEREAS**, this maintenance plan will be in effect from March 1, 2022 to February 28, 2023; and

**WHEREAS**, the total cost for this purchase is \$2,188.80 (a \$371.20 decrease from last year); and

**WHEREAS**, this expense is budgeted for in account A312004 542800 Police-Service; and

**NOW, THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Red Bank, New Jersey 07701 for a term from March 1, 2022 to February 28, 2023 for a total cost of \$2,188.80.

The Clerk polled the Board as follows:

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

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

Trustee Sanchez  
Mayor Kennedy

In Favor  
In Favor

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

     Board & Comm.

X Claims Examiner Aide

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

     OTHER

**Interaction Insight Corporation**  
 125 Half Mile Road Suite 200  
 Red Bank, NJ 07701  
 (800) 285-2950  
 tfeldmann@interactionic.com  
 www.interactionic.com

# Invoice



BILL TO
Freeport NY PD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3414	05/01/2023	\$1,568.00	06/30/2023	Net 60	

**SALES REP**

Tim Feldmann

ACTIVITY	QTY	RATE	AMOUNT
<b>IIC-EVE-MAINT-SILVER</b> All Tiers Maintenance Contract - SILVER Eventide Support Contract and Warranty 24 x 7 Remote Support and Onsite Support Normal Business Hours 9:00 AM to 5:00 PM Monday to Friday excluding Weekends and NYSE Holidays. Support includes all hardware, software and labor for one year period. Contract effective July 1st 2023 through February 29th 2024.	1	1,568.00	1,568.00

BALANCE DUE

**\$1,568.00**

Remit to Address:  
 Interaction Insight Corporation  
 125 Half Mile Road Suite 200  
 Red Bank NJ 07701

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

---

To: Mayor Robert T. Kennedy

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

Date: March 10, 2023

---

**RE: EMERGENCY SEWER MAIN REPAIR**

On January 27, 2023 the Village experienced a sewer backup on North Main Street between Brooklyn Avenue and Randall Avenue in front of 50 North Main Street. The Sewer Department responded to the backup but was unable to clear the blockage. If raw sewerage backed up into buildings and into the street it would present a health and safety issue for residents and therefore the need to make the repair was considered an emergency.

Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751 was called in on an emergency basis to make the repairs. Bancker Construction made the repair to the sewer main for a total cost of \$56,245.59. This is based on a detailed accounting of their time spent on the work as well as for materials (see attached). Funding for this repair is provided in the Sewer Department's Budget FYE 2023 (A812004-542800 – Service Contracts and Repairs - \$35,184.00) and (A812004-540800 – Materials and Supplies - \$5,000.00). The outstanding balance of \$16,061.59 will be charged to A812004-542800 – (Service Contracts and Repairs) of which funds are not available and will have to be transferred from contingency.

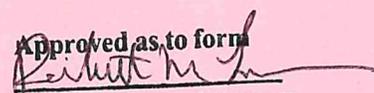
It is therefore requested that the Board of Trustees retroactively approve the emergency repair of the sewer main on North Main Street by Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751, New York for a total cost of \$56,245.59.



---

Robert R. Fisenne, P.E.

Superintendent of Public Works

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on January 27, 2023, the Village experienced a sewer backup on North Main Street between Brooklyn Avenue and Randall Avenue in front of 50 North Main Street; and

**WHEREAS**, the Sewer Department responded to the backup, but was unable to clear the blockage; and

**WHEREAS**, if raw sewerage backed up into buildings and the street, it would have presented a health and safety issue for residents; and

**WHEREAS**, the repair of this sewer main was considered to be an emergency; and

**WHEREAS**, Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751, was called and made the repairs to the sewer main for a total cost of \$56,245.59; and

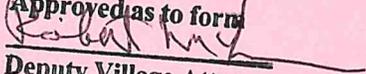
**WHEREAS**, funding for this repair is provided in the Sewer Department's Budget FYE 2023 (A812004-542800 – Service Contracts and Repairs - \$35,184.00) and (A812004-540800 – Materials and Supplies - \$5,000.00); and

**WHEREAS**, the outstanding balance of \$16,061.59 will be charged to A812004-542800 – (Service Contracts and Repairs) of which funds are not available and will have to be transferred from contingency; and

**NOW, THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve the Mayor be and hereby is authorized to sign any documentation necessary to retroactively approve the emergency repair of the sewer main on North Main Street between Brooklyn Avenue and Randall Avenue in front of 50 North Main Street by Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751, for a total cost of \$56,245.59.

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



# BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

Invoice: 88496

Date: 2/2/2023

Client ID: 10-FRE100

Purchase Order:

Bill To
VILLAGE OF FREEPORT ATT: ACCOUNTS PAYABLE 46 NORTH OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23037-000 VILL OF FREEPORT 50 NORTH MAIN VILL OF FREEPORT 50 NORTH MAIN 50 NORTH MAIN STREET

Item #	Qty	Description	UOM	Unit Price	Amount
		SEWER REPAIR 50 NORTH MAIN ST, FREEPORT 1/27 & 28,2023 1/27/2023 LABOR			
1001BA	8.00	LABOR FOREMAN ST-1298	HR	119.01	952.08
1001ABA	6.00	LABOR FOREMAN OT - 1298	HR	178.51	1,071.06
1013CBA	8.00	TIMBERMAN FOREMAN ST	HR	135.96	1,087.68
1013DBA	6.00	TIMBERMAN FOREMAN M-SAT OT	HR	203.94	1,223.64
1002BA	32.00	LABORER ST-1298 (4)	HR	106.29	3,401.28
1002ABA	24.00	LABORER OT -1298	HR	159.43	3,826.32
1014BA	8.00	BACKHOE ENGINEER ST - 138	HR	139.67	1,117.36
1014ABA	6.50	BACKHOE ENGINEER OT 138	HR	279.33	1,815.65
1009BA	11.00	CHAUFFEUR ST-282 (2)	HR	113.16	1,244.76
1009ABA	5.00	CHAUFFEUR OT 282	HR	169.74	848.70
		EQUIPMENT			
2020BA	14.00	PICKUP/VAN & TOOLS	HR	76.25	1,067.50
2000BA	14.50	BACKHOE	HR	128.72	1,866.44
2050BA	13.00	BOOM TRUCK	HR	132.04	1,716.52
2060BA	8.00	COMPRESSOR WITH TOOLS	HR	66.56	532.48
2830BA	13.00	VACUUM EXCAVATOR TRUCK	HR	244.45	3,177.85
2080BA	24.00	3" PUMP WITH HOSES	HR	20.28	486.72



# BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

Invoice: 88496

Date: 2/2/2023

Client ID: 10-FRE100

Purchase Order:

Bill To
VILLAGE OF FREEPORT ATT: ACCOUNTS PAYABLE 46 NORTH OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23037-000 VILL OF FREEPORT 50 NORTH MAIN VILL OF FREEPORT 50 NORTH MAIN 50 NORTH MAIN STREET

Item #	Qty	Description	UOM	Unit Price	Amount
2851BA	1.00	8" AIR BAG	DAY	111.92	111.92
2155BA	3.00	TRACTOR TRAILER LOW BOY	HR	132.53	397.59
		1/28/2023			
		LABOR			
1001ABA	8.00	LABOR FOREMAN OT - 1298	HR	178.51	1,428.08
1013DBA	8.00	TIMBERMAN FOREMAN M-SAT OT	HR	203.94	1,631.52
1002ABA	32.00	LABORER OT -1298 (4)	HR	159.43	5,101.76
1014ABA	8.00	BACKHOE ENGINEER OT 138	HR	279.33	2,234.64
1009ABA	8.00	CHAUFFEUR OT 282	HR	169.74	1,357.92
		EQUIPMENT			
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2050BA	8.00	BOOM TRUCK	HR	132.04	1,056.32
2060BA	8.00	COMPRESSOR WITH TOOLS	HR	66.56	532.48
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2080BA	8.00	3" PUMP WITH HOSES	HR	20.28	162.24
2160BA	8.00	EQUIP. TAG-A-LONG TRAILER	HR	41.60	332.80
		MATERIALS			
DUMPSPLSP	2.00	DUMP SPOILS	CY	65.00	130.00
MISC	1.00	SEVILLE CENTRAL # 2023013103	LS	1,524.00	1,524.00
MISC	1.00	POSILICO # 84461	LS	387.50	387.50
MISC	4.00	CONCRETE 80LB BAGS	EA	9.99	39.96



# BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

**Invoice: 88496**

**Date: 2/2/2023**

**Client ID: 10-FRE100**

**Purchase Order:**

Bill To
VILLAGE OF FREEPORT ATT: ACCOUNTS PAYABLE 46 NORTH OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23037-000 VILL OF FREEPORT 50 NORTH MAIN VILL OF FREEPORT 50 NORTH MAIN 50 NORTH MAIN STREET

Item #	Qty	Description	UOM	Unit Price	Amount
MISC	2.00	HYDRALIC CEMENT 55LB PAIL	EA	251.18	502.36
MISC	30.00	3X10X7 SHEETING	EA	16.40	492.00
MISC	1.00	8" FERNCO	EA	29.46	29.46
		Subtotal			46,483.95
OVERHEAD	1.00	OVERHEAD 10%	LS	4,648.40	4,648.40
PROFIT	1.00	PROFIT 10%	LS	5,113.24	5,113.24
				<b>Subtotal</b>	56,245.59
				<b>Sales Tax</b>	0.00
				<b>TOTAL</b>	56,245.59

2/3 scanned to Rosie

# INVOICE

rec'd 2/3/23

Invoice #:	84461
Date:	01/31/23
Customer No:	2003

**From:** Posillico Materials, LLC  
 1750 New Highway  
 Farmingdale NY 11735

**Sold To:** Bancker Construction Corporati  
 171 Freeman Avenue  
 Islip, NY 11751

**Delivered To:**

job # 23037

Sale Date	Ticket	Units	UM	Unit Price	Matl Total	Haul Total	Tax Code	Tax	Total
<b>Sale Date: 01/27/23</b>									
<b>MATERIAL: Cold Patch</b>									
01/27/23	441545	2.500	TON	155.0000 E	387.50	0.00	13	0.00	387.50
<b>Total: 1/27/2023</b>					<u>387.50</u>	<u>0.00</u>		<u>0.00</u>	<u>387.50</u>
<b>Total:</b>					<u>387.50</u>	<u>0.00</u>		<u>0.00</u>	<u>387.50</u>

Thank you for your business. Billing Inquiries please call 631-390-5773

Tax Exempt Cert Job #10-23037

<b>Total Invoice:</b>	<b>387.50</b>	<b>0.00</b>	<b>0.00</b>	<b>387.50</b>
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CC Monti

Payment Type: On Account

**DUE BY:**

**MAR 02 2023**

3.25% Pay Terms 3.25% N10	Total:	387.50
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Finance Charges will be applied to any late invoices at a rate of 1.0% per month or the State's Lawful Amount.



# Seville Central Mix Corp.

157 ALBANY AVENUE, FREEPORT, NY 11520

PANYNJ JFK LBE TIER 1 APPROVED SUPPLIER

OFFICE 516-868-3000 x 245

FAX 516-868-1290

PLANT 516-293-6190

## I N V O I C E

BANCKER CONSTRUCTION CORP.  
171 FREEMAN AVENUE  
ISLIP NY 11751

Invoice Number : 2023013103

Invoice Date : 1/31/2023

Customer Code : BA036

Project Code : 11

Job # :

P.O. # : 10-23037

Page # : 1 of 1

Terms : Net 30 Days

### Delivery Address

FREEPORT SEWER REPAIR  
50 N MAIN ST

Date	Item Code	Product Description	Quantity	Unit	Price	Extd. Amount
1/28/2023	FLOWFILL	FLOWABLE FILL	6.00	cy	130.00	780.00
1/28/2023	XLOAD	EXTRA LOAD PER TRUCK CHARGE	2.00	ea	250.00	500.00
1/28/2023	NC ACC	NON CHLORIDE ACCELERATOR	1200.00	oz	0.15	180.00
1/28/2023	W/C	WINTER CONCRETE	6.00	/y	6.50	39.00
1/28/2023	FUEL	FUEL SURCHARGE	1.00	/l	25.00	25.00
Subtotal: 50 N MAIN ST						1,524.00
Tickets: 384822						
<b>SUBTOTAL:</b>						<b>1,524.00</b>
<b>TAX:</b>						<b>0.00</b>
<b>TOTAL:</b>						<b>1,524.00</b>



**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR  **Bancker Construction Corp**

ADDRESS **171 Freeman Avenue, Islip NY 11571**

PROJECT AND LOCATION **Village of Freeport - Sewer Repair - 50 North Main St., Freeport**

PROJECT OR CONTRACT NO. **10-23037-000**

FOR WEEK ENDING **01/29/2023**

OMB No.: 1235-0008  
Expires: 04/30/2021

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) WITHHOLDING NO	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			M	T	W	T	F	S	S				FICA	WITH- HOLDING TAX	STATE		OTHER
SEE ATTACHED CERTIFIED PAYROLL																	
LEFT OUT IN ERROR																	
Russell J Baker xxx-xx-1045		Teamster							3.00	42.26	\$126.78	\$123.13	\$100.91	\$71.66	\$208.26	\$503.96	\$1,105.53

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210



# Certified Payroll Report

For the Period Ending: 01-29-23

Job: 10-23037-000 VILL OF FREEPORT 50 NORTH MAIN  
50 NORTH MAIN STREET  
FREEPORT, NY

LUKASZ P BATOR  
71 WARD STREET  
WEST ISLIP, NY 11795  
8660 Caucasian Male  
S - LABORER FOREMAN OT

	01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
						8.00		8.00	77.60	44.03	620.76	3,266.65	632.84	195.10	446.36	1,742.46
											620.76					
											620.76					

GREGORY P DICANIO  
3741 OLETA PLACE  
SEAFORD, NY 11783  
9778 Caucasian Male  
M - 4 DRIVER LI Reg  
DRIVER LI OT

	01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
					8.00			8.00	42.26	53.04	338.04	2,179.91	279.28	106.68	279.26	1,347.93
					5.00			5.00	63.38		316.91					
											654.95					

ANTHONY LAMARIANA JR  
26 SALEM LANE  
LEVITOWN, NY 11756  
4501 Caucasian Male  
M - 1 DRIVER LI OT

	01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
						8.00		8.00	63.38	53.04	507.06	2,818.52	383.79	155.99	346.36	1,716.76
											507.06					
											507.06					

TYLER J LUND  
39 WOODLAND STREET  
EAST ISLIP, NY 11730  
107819 9135 Caucasian Male  
S - 0 LABORER Reg  
LABORER OT

	01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
					8.00			8.00	43.99	44.03	351.92	2,126.97	359.32	109.56	342.56	1,152.82
					6.00			6.00	65.99		395.91					
											747.83					

JUAN PABLO MALDONADO  
39 FULTON AVE  
MASTIC, NY 11950  
9881 Hispanic Male  
S - 0 LABORER Reg  
LABORER OT

	01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
					8.00			8.00	43.99	44.03	351.92	2,302.93	521.55	122.56	343.36	959.29
					6.00			14.00	65.99		923.79					
											1,275.71					

EDISON A MEJIA SALAZAR  
17215 91ST AVENUE  
JAMAICA, NY 11432  
1006 Hispanic Male  
S - 0 1010 LABORER Reg  
1010 LABORER OT

	01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
					8.00			8.00	44.48	50.49	355.84	2,667.94	489.15	150.45	377.20	1,343.79
					6.00			14.00	66.72		934.08					
											1,289.92					

# Certified Payroll Report

For the Period Ending: 01-29-23

Job: 10-23037-000 VILL OF FREEPORT 50 NORTH MAIN  
50 NORTH MAIN STREET  
FREEPORT, NY

ROSARIO PUGLISI  
510 MYRTLE AVE  
WEST ISLIP, NY 11795  
4427 Caucasian Male  
M - 2 TM JOURNEYMAN Reg

01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	Net
				8.00			8.00	53.05	54.52	424.40	2,772.40	330.45	151.30	465.31	1,613.25
										424.40					

TM JOURNEYMAN OT

01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	Net
				6.00	8.00		14.00	79.58	54.52	1,114.05	1,254.19	88.04	55.29	162.86	852.06
										1,114.05					

DITENDRA RAM  
92-18 215 PLACE  
QUEENS VILLAGE, NY 11428  
5403 Black Male  
M - 5 LABORER Reg  
LABORER OT

01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	Net
				8.00	8.00		14.00	43.99	44.03	351.92	2,928.93	310.31	158.39	444.83	1,681.47
										923.79					
										1,275.71			109.86		

ANDRES SANTIAGO  
3186 OCEAN HARBOR DRIVE  
OCEANSIDE, NY 11572  
107857 9063 Hispanic Male  
M - 0 TM FOREMAN Reg  
TM FOREMAN OT

01-23	01-24	01-25	01-26	01-27	01-28	01-29	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	Net
				8.00	8.00		14.00	56.05	54.52	448.40	3,431.11	511.75	203.57	535.10	1,918.21
										1,177.05					
										1,625.45					



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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**March 30, 2023**

**PUBLIC COMMENT**

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