

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

- e) Request approval of the ninth amendment to the base contract for Sale and Purchase of Natural Gas with Sequent Energy Management, LLC, 1200 Smith Street, Suite 900, Houston, Texas 77002, from March 1, 2025 through February 28, 2026,
- f) Request to approve the three year subscription for AutoCAD from Novedge LLC 2001 Addison Street, Suite 300, Berkeley, California 94704, from March 21, 2025 through March 20, 2028, in the amount of \$16,440.
- g) Request retroactive approval of the emergency 4-F substation tap changer maintenance completed by Reinhausen Manufacturing, Inc., 2549 North 9th Avenue, Humboldt, Tennessee, 38343, in the amount of \$279,645.00, payable through a ban.
- h) Request authorization to write-off uncollectible funds for the 2022/2023 Fiscal Year in the amount of \$202,660.37, effective February 14, 2025.

5. HUMAN RESOURCES – Conor Kirwan

- a) Request approval to renew the contract with DR Data, 196 Jamie Drive, Wakefield New Hampshire, 03872 for data entry and administrative services related to the Fire Department Length of Service Award Program (LOSAP), from March 1, 2025 through February 28, 2026, in the amount of \$42,500.00, with a \$500 increase.

6. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the “Cow Meadow Park Playground Replacement” to Landscape Structures, Inc., 601 7th Street South, Delano, Minnesota 66328-0198, in the amount of \$368,126.55; secured with grant from CDA.
- b) Request to award the “2025 Disposal Services for Municipal Solid Waste” to Reworld Hempstead Company, 600 Merchants Concourse, Westbury, New York 11590, the sole bidder, from March 1, 2025 through February 28, 2029, in the amount of \$1,600,210 an increase rate of 8.75 per ton.
- c) Request approval of the design contract with Zambrano Architectural Design, LLC., 410 Atlantic Avenue, Freeport, New York 11520 for the design and construction plans for the second floor extension of the Police Department, in the amount of \$133,000; pending approval of grant funding.

7. PURCHASING – Taylor D’Orta

- a) Request to enter into a contract with J & B Business Copiers, 483 Lake Avenue South, Nesconset, New York 11767, for the maintenance of various office equipment, from March 1, 2025 through February 28, 2026, in the amount of \$17,500.

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

8. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval of the negative declaration pursuant to SEQRA relative to the sale of Section 55, Block H, Lot 383 a/k/a 223 Sunrise Highway, Freeport, New York 11520.
- b) Request approval to enter into a contract of sale between the Village of Freeport and Vineyard Mid-Atlantic, LLC, 200 Clarendon Street, 18th floor, Boston, Massachusetts 02116, for Section 55, Block H, Lot 383 a/k/a 223 Sunrise Highway, Freeport, New York 11520 in the amount of \$39,176,100 and declare the aforementioned property surplus.
- c) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of \$177,870 in bonds for the Acquisition of Computer Hardware and Software.

9. VILLAGE CLERK – Pamela Walsh Boening

- a) Request to schedule a Special Board of Trustees Meeting on March 19, 2025 at 4:00 P.M. to certify the election results.

10. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request resolution authorizing the issuance of \$177,780 in bonds for the Acquisition of Computer Hardware and Software and authorize the Village Clerk to publish the required legal notice in the Freeport Herald.

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: February 4, 2025
RE: PAS 1.0 Property Assessment System (PAS) Annual Software Maintenance and Support
2025/2026 Agreement

Request from the Board to approve the Amended Property Assessment System (PAS) Agreement dated January 20th, 2025, for the Software Maintenance and Support from Catalis Tax & CAMA Inc. Company (previously Patriot Properties Inc.). The name change occurred on January 1, 2023, from Patriot Property Inc. to Catalis Tax & CAMA Inc. Company.

The PAS maintenance and support system is currently used in the Village and is required for the 2025/2026 Tax Year. The PAS system enables the Village Assessment Department to prepare and complete the Tentative and Final rolls, Tax Bill calculations, Tax Grievance, SCAR'S and Tax Certiorari tracking.

The contract price for 2024/2025 was \$8,700. Pursuant to the terms of the contract dated December 2022, the price is subject to a 3% increase when 90 days' notice is provided to the municipality. The cost for the contract, will increase from \$8,700 to \$8,961 in 2025/2026. The 2025/2026 service agreement term start date begins March 1, 2025 and will expire February 28, 2026. This contract will be charged to A135504 542800 and funding is available for this expense..

The Catalis Tax & CAMA Company principal address is 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005-7451.



Vilma I. Lancaster
Village Assessor

***Note:**

- 1) January 20, 2025 Amendment No. 1
- 2) December 2022 Contract

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

WHEREAS, the Village Assessor is requesting Board approval for the “Amendment NO. 1” service agreement between the Village of Freeport and Catalis Tax & CAMA Company (formerly known as Patriot Properties Inc.); and

WHEREAS, on January 20, 2025, the Parties wish to amend the original executed Agreement; and

WHEREAS, the PAS maintenance and support system is currently used in the Village and is required for the 2025/2026 Tax Year; and

WHEREAS, the PAS system enables the Village Assessment Department to prepare and complete the Tentative and Final rolls, Tax Bill calculations, Tax Grievance, SCAR’s and Tax Certiorari tracking; and

WHEREAS, the 2024/25 annual service maintenance fee for the original PAS remains at \$8,700.00; and

WHEREAS, pursuant to the terms of the contract dated December 2022, the price is subject to a 3% increase when 90 days’ notice is provided to the municipality; and

WHEREAS, the cost for the contract with The Catalis Tax & CAMA Company, 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005-7451, will increase from \$8,700.00 to \$8,961.00, for a term from March 1, 2025 to February 28, 2026; and

WHEREAS, this expense will be charged to A135504 542800 Service Contracts Repairs, and there are sufficient funds to cover the cost of this service; and

NOW THEREFOR BE IT RESOLVED, that based upon the recommendation of the Village Assessor, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to approve the Amendment NO. 1 service agreement between the Village of Freeport and Catalis Tax & CAMA Company, 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005-7451, in the amount of \$8,961.00, for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

AMENDMENT NO. 1

TO

FREEPORT, NY



This Amendment is entered into by and between the Freeport, NY (hereinafter "the Village of ") and Catalis Tax & CAMA Inc., (previously Patriot Properties Inc.) ("The Contractor"), Village of and Contractor may be referred to individually as a Party and collectively as the Parties

WHEREAS, on January 20th, 2025, the Parties wish to amend the original executed Agreement;

WHEREAS the Village of wishes to renew the Agreement term dates of March 1, 2025 – February 28, 2026 for the annual support and maintenance fees for PAS and PAS Grievance in the amount of \$8,961 reflective of a 3% inflationary increase consistent with our other customer renewals.

WHEREAS on January 1, 2023, Patriot Properties Inc.'s name changed to Catalis Tax & CAMA Inc.

NOW, THEREFORE, in consideration of these premises and other conditions the Parties hereto agree

The terms and conditions of the original contract as well as amendments shall remain in full force and effect through the term of this amended contract.

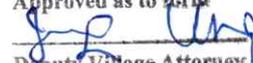
IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date set forth above.

Village of Freeport, NY

Date

Catalis Tax & CAMA Inc.

Date

Approved as to form

Deputy Village Attorney



A CATALIS™ COMPANY

SOFTWARE SERVICE AGREEMENT

This SOFTWARE SERVICE AGREEMENT entered into this 31st day of December 2022, by and between Patriot Properties, a Catalis Company, with principal offices at 27 Congress Street, Suite 1105, Salem, MA, 01970 (hereinafter "PATRIOT") and the Village of Freeport, NY, a municipal corporation with principal offices at 46 North Ocean Avenue, Freeport, NY 11520, hereinafter "MUNICIPALITY").

SERVICE AGREEMENT, the parties agree and acknowledge to an annual maintenance and support fees will be broken down as follows:

PAS and PAS Grievance

Annual Maintenance and Support	\$ 8,700
Total Annual Maintenance and Support	\$ 8,700

Patriot may raise the annual support contract by 3% or the previous year's annual Cost of Living Adjustment (COLA) as calculated by the US Social Security Administration, whichever is greater. Patriot shall provide the MUNICIPALITY with notice of any proposed increase no later than ninety (90) days prior to the anniversary date of the Contract. The absence of such notice shall be construed as the party's intent to maintain the annual support contract the prior year's amount.

The software Maintenance and Support includes the following:

- (a) Identify and resolve all software problems caused by the PROPERTY ASSESSMENT SYSTEM SOFTWARE listed above.
- (b) For hardware and other software problems, provide problem determination services, in compliance with Paragraph 2 (d).
- (c) Provide procedural advice, and general consulting services as required by the Client.
- (d) All of the above services will be provided as quickly as possible after notification of a problem by the user, with an objective of providing an initial response to any problem within four hours. Support will be provided by telephone, internet, or via on-site visit if required.

- (e) Specifically, Patriot agrees to provide whatever assistance is necessary for successful operation of the software. This includes unlimited phone and internet support and virtual meetings and assistance, if required.

1. MODIFICATION, MAINTENANCE, ETC. OF APPLICATION SOFTWARE

- (a) PATRIOT will service and maintain the PROPERTY ASSESSMENT SYSTEM SOFTWARE (PAS) and PAS GRIEVANCE programs.

- (b) PATRIOT shall inform the MUNICIPALITY of all major systems enhancements as developed. Those enhancements which are developed for all PATRIOT PAS customers will be made available as normal software updates at no additional cost. PATRIOT will an upgraded CAMA application which can be purchased from PATRIOT at the customer's discretion. PATRIOT agrees to sell the AP5 CAMA Application to the MUNICIPALITY if the MUNICIPALITY elects to purchase the upgrade.

2. WARRANTY - PATRIOT will not be liable for any loss of profits or for any claim or demand against the MUNICIPALITY by any other parties except a claim for patent or copyright infringement as provided herein. PATRIOT warrants to MUNICIPALITY that:

- (a) The application software supplied in this Agreement will operate on the MUNICIPALITY's computers and servers.

- (b) However, the parties recognize that no software system can be guaranteed to be 100% error free, and it is recognized and acknowledged that problems may arise after installation. PATRIOT shall provide the necessary services to correct such problems pursuant to the terms of the Service Maintenance Agreement contained in Paragraph 3 of this contract.

- (c) In no event shall PATRIOT be liable for consequential damages even if PATRIOT has been advised of the possibility of such damages.

- (d) PATRIOT does not assume responsibility for problems caused by hardware or software programs from other vendors, or problems caused by the negligence of others which may require both troubleshooting and proper restoration of files and programs to a running state. PATRIOT is available for support in these matters at our normal rate (currently \$150/hour).

- (e) The warranty provided for above is expressly contingent on proper use and application of software and does not apply if the software is modified or adjusted by anyone other than PATRIOT's authorized representatives. Said warranty shall not apply if the modification, adjustment, or replacement of the software is required wholly or partially because of accident, neglect, or improper operating conditions. In addition, the warranty shall not cover malfunctions caused by defects in the MUNICIPALITY's associated equipment, software, terminals, or networks.

3. TERM AND TERMINATION NOTICE SURVIVAL.

- (a) Termination for convenience: In addition, any other remedies it may have, PATRIOT may terminate this Agreement upon three hundred and sixty-five (365) days' notice to the MUNICIPALITY prior to the annual automatic renewal of this agreement
- (b) Termination for cause: In addition to any other remedies it may have, either party may terminate this Agreement upon (i) no less than ten (10) days' notice in the case of non-payment, or (ii) no less than thirty (30) days' notice in the case of default other than nonpayment, if the other party breaches any of the terms or conditions of this Agreement
- (c) Upon termination pursuant to this paragraph and in addition to immediate termination thereby of any and all license(s) granted by PATRIOT to MUNICIPALITY under this Agreement, MUNICIPALITY will pay in full for all amounts due pursuant to this Agreement up to and including the last day on which Maintenance and Support are provided (without either party waiving or releasing any claims against the other party), and in exchange PATRIOT will make all MUNICIPALITY data available to MUNICIPALITY for electronic retrieval for a period of sixty (60) days from the last day on which annual maintenance support is provided, but thereafter PATRIOT may, but is not obligated to (unless notified in writing to do so by MUNICIPALITY), delete stored MUNICIPALITY data.
- (d) All notices, demands or requests under this Agreement must be in writing and either delivered (i) in person, (ii) by certified mail, prepaid with return receipt requested, or (iii) by overnight with receipt acknowledged, to the respective address of each party first set forth above, or to such other address as such party shall hereafter by notice given to the other party pursuant to this paragraph. Each notice mailed shall be deemed given on the third business day following the mailing of the same, and each notice delivered in person or by overnight courier shall be deemed even when delivered.
- (e) All sections of this Agreement which by their nature should survive termination will survive termination, including, without limiting, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

4. CANCELLATION: The MUNICIPALITY can cancel this agreement upon 30 days written Notice. If termination is without cause, all annual service fees paid to date will be deemed to be earned and thus not refundable, if for cause, fees are refundable.

5. GENERAL PROVISIONS

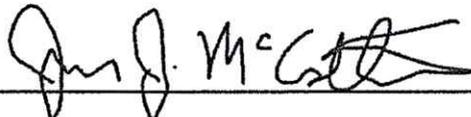
- (a) Data Ownership — All data specific to the MUNICIPALITY such as parcel, inventory, and assessment data as well as documents, pictures or other electronic files that have been imported into the system during an initial data convert, created automatically by the PAS software, or uploaded by the MUNICIPALITY are the sole property of the MUNICIPALITY and will not be sold or made available by PATRIOT to any third party without the express written consent of the MUNICIPALITY. PATRIOT,

however, reserves the right to the MUNICIPALITY data for the purposes of training, debugging, technical support, or software demonstrations to other municipalities.

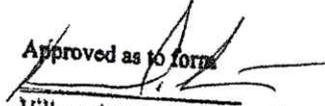
- (b) Unenforceable Terms - If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.
- (c) Governing Law - The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York. Neither party shall be deemed to be the author of this Agreement.
- (d) Entire Agreement - This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations, or changes in the absence of a writing signed by both parties.
- (e) Headings - The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of the Agreement.
- (f) Counterparts - This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.
- (g) Binding Effect This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors, and assigns.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

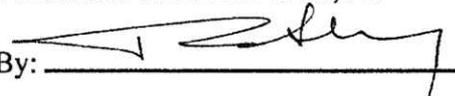
PATRIOT PROPERTIES, INC.

By: 

TITLE: CEO


Approved as to form
Village Attorney 1/26/2023

VILLAGE of FREEPORT, NY

By:  1/26/23

Title: MAYOR

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

To: Mayor Robert T. Kennedy

From: Sergio A. Mauras, Superintendent of Buildings

Date: February 13, 2025

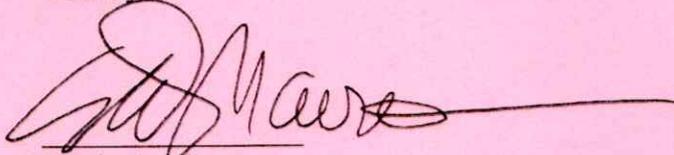
RE: Request to Bid Inorganic Lot Clearances

We are requesting that the Village of Freeport solicit bids for the 2025 Inorganic Lot Clearances Contract. The existing contract expires on February 28, 2025. Payments for this contract will be made from the Building Department's Budget, A 362004 543520. This new bid would cover a term on three (3) years from March 1, 2025 through February 28, 2029 with an option in favor of the Village to extend for two (2) additional one (1) year terms. Under this contract, we anticipate spending approximately \$55,000.00 (Per year)

The Lot Clearance (Inorganic Material) is needed to ensure quality of life related issues on vacant properties by removing inorganic materials from aforementioned properties.

It is therefore requested that we be authorized to advertise the referenced contract on February 27, 2025 in the Freeport Herald and other relevant publications. Contract specifications will be available from March 3, 2025 through March 7, 2025. The bids will have a returnable date of March 11, 2025 with bids scheduled to open at 11:00 am.

Thank you



Sergio A. Mauras
Superintendent of Buildings

Approved as to form



Deputy Village Attorney

SM/al
enc.

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

WHEREAS, the Superintendent of Buildings is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the “2025 – Lot Clearances in the Village of Freeport Inorganic (Debris) Material” for the quality of life related issues on vacant properties by removing inorganic materials from aforementioned properties; and

WHEREAS, said procurement of said services requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village’s Procurement Policy; and

WHEREAS, the contract will be for a term of three (3) years from March 1, 2025 through February 28, 2029, with an option in favor of the Village to extend for two (2) additional one (1) year terms; and

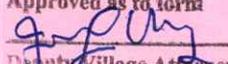
WHEREAS, under this contract, the Building Department anticipates spending approximately \$55,000.00 (per year); and

WHEREAS, payments will be made from the Building Department’s Budget, A 362004 543510; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Village Clerk be and is hereby authorized to advertise a Notice to Bidders for the “2025 – Lot Clearances in the Village of Freeport Inorganic (Debris) Material” in the Freeport Herald and other related publications on February 27, 2025, with specifications available from March 3, 2025 through March 7, 2025, and a return date of March 11, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2025- LOT CLEARANCES IN THE VILLAGE OF FREEPORT – INORGANIC (DEBRIS) MATERIAL FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

“2025- LOT CLEARANCES IN THE VILLAGE OF FREEPORT – INORGANIC (DEBRIS) MATERIAL

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

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.com or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, March 3, 2025, until 4:00 P.M. Friday, March 7, 2025**. There is no fee for the bid documents.

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

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

Taylor Dorta
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – February 27, 2025
Freeport Herald

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

To: Mayor Robert T. Kennedy

From: Sergio A. Mauras, Superintendent of Buildings

Date: February 13, 2025

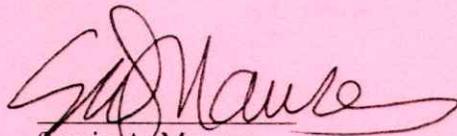
RE: Request to Bid Organic Lot Clearances

We are requesting that the Village of Freeport solicit bids for the 2025 Organic Lot Clearances Contract. The existing contract expires on February 25, 2025. Payments for this contract will be made from the Building Department's Budget, A 362004-543510. This new bid would cover a term of three (3) years from March 1, 2025 through February 28, 2029 with an option in favor of the Village to extend for two (2) additional one (1) year terms. Under this contract, we anticipate spending approximately \$110,000.00 (Per year).

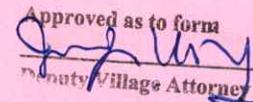
The Lot Clearance (Organic Material) is needed to ensure quality of life related issues on by clearing vacant properties of high grass and weeds and other organic materials.

It is therefore requested that we be authorized to advertise the referenced contract on February 27, 2025 in the Freeport Herald and other relevant publications. Contract specifications will be available from March 3, 2025 through March 7, 2025. The bids will have a returnable date of March 11, 2025 with bids scheduled to open at 11:00am.

Thank you



Sergio A. Mauras
Superintendent of Buildings

Approved as to form

Deputy Village Attorney

SM/al
enc.

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

WHEREAS, the Superintendent of Buildings is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the “2025 – Lot Clearances in the Village of Freeport - Organic Material” for the clearing and removal of high grass, weeds, and other organic material from privately owned properties throughout the Village; and

WHEREAS, said procurement of said services requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village’s Procurement Policy; and

WHEREAS, the contract will be for a term of three (3) years from March 1, 2025 through February 28, 2029, with an option in favor of the Village to extend for two (2) additional one (1) year terms; and

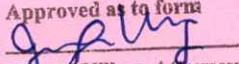
WHEREAS, under this contract, the Building Department anticipates spending approximately \$110,000.00 (per year); and

WHEREAS, payments will be made from the Building Department’s Budget, A 362004-543510; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Village Clerk be and is hereby authorized to advertise a Notice to Bidders for the “2025 – Lot Clearances in the Village of Freeport - Organic Material” in the Freeport Herald and other related publications on February 27, 2025, with specifications available from March 3, 2025 through March 7, 2025, and a return date of March 11, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS
2025- LOT CLEARANCES ORGANIC MATERIAL
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

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

“2025- LOT CLEARANCES IN THE VILLAGE OF FREEPORT – ORGANIC MATERIAL”

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

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.com or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, March 3, 2025 until 4:00 P.M. Friday, March 7, 2025**. There is no fee for the bid documents.

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

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

Taylor Dorta
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – February 27, 2025
Freeport Herald

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Building Department

DATE: February 11, 2025
TO: Mayor Robert T. Kennedy
FROM: Sergio A. Mauras, Superintendent of Buildings
RE: Request to Extend Bid – #24-03-BLDG-697
2024 EMERGENCY BOARD-UPS REBID

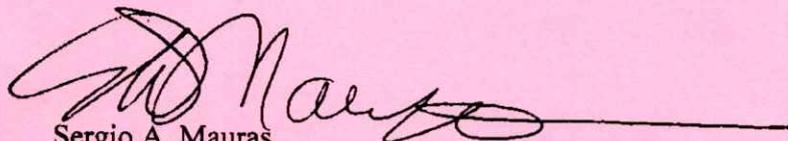
On April 15, 2024 the Mayor and Board of Trustees awarded the above referenced bid to Cipco Boarding Co, Inc. located at P.O. Box 824, Lynbrook, NY 11563 for the not to exceed bid amount of \$175,550.00.

Over the past year Cipco Boarding Co, Inc. has proven themselves to be a responsible, reliable vendor. According to the terms of the bid, the Village has the option to extend this contract for up to two (2) additional one (1) year terms with no additional increase in unit costs.

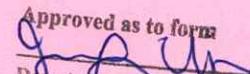
At this time I would like to exercise the first extension option of the 2024 EMERGENCY BOARD-UPS REBID beginning on March 1, 2025 and ending on February 28, 2026 with no additional increase in unit pricing to:

Cipco Boarding Co, Inc.
P.O. Box 824
Lynbrook, NY 11563

Funding for the board-ups contract will be from the Building Departments Budget line A362004 543530.



Sergio A. Mauras
Superintendent of Buildings
Floodplain Manager/Mitigation Coordinator

Approved as to form

Deputy Village Attorney

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

WHEREAS, on April 15, 2024, the Board awarded the “2024- Emergency Board-Ups Re-bid” to Cipco Boarding Co., Inc., P.O. Box 824, Lynbrook, New York 11563, in the amount of \$175,550.00 for a retroactive term from March 1, 2024, through February 28, 2025, with an option for two (2) additional one-year extension terms; and

WHEREAS, the Superintendent of Buildings has requested to exercise the first one-year extension of the Contract with the Contractor, with no additional increase in unit costs; and

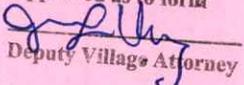
WHEREAS, the contract extension with Cipco Boarding Co., Inc., P.O. Box 824, Lynbrook, New York 11563, will be for a term from March 1, 2025, through February 28, 2026, for the not to exceed bid amount of \$175,550.00; and

WHEREAS, funding for the board-ups contract will be from the Building Department’s Budget line A362004 543530; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Board approves that the Mayor be and hereby is authorized to effectuate any documentation necessary to approve the first one-year contract extension for the “2024- Emergency Board-Ups Re-bid” with Cipco Boarding Co., Inc., PO Box 824, Lynbrook, New York 11563, for a not to exceed bid amount of \$175,550.00 for a term from March 1, 2025, through February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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: Sergio A. Mauras, Superintendent of Buildings April 16, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 15, 2024:

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

WHEREAS, on February 26, 2024, the bids received for the “2024- Emergency Board-Ups” were rejected; on February 26, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024-Emergency Board-Ups in the Inc. Village of Freeport Re-bid”; and

WHEREAS, twenty (20) bids were distributed and three (3) bids were received on March 12, 2024, for the above-referenced contract; and

WHEREAS, the bids ranged from a high bid of \$975,000.00 to a low bid of \$175,550.00; and

WHEREAS, Cipco Boarding Co., Inc., P.O. Box 824, Lynbrook, New York 11563, was the lowest qualifying bidder in the amount of \$175,550.00; and

WHEREAS, the contract will be for a retroactive term from March 1, 2024, through February 28, 2025, with an option in favor of the Village to extend for two (2) additional one-year extension terms; and

WHEREAS, funding for the board-ups contract will be from the Building Department’s Budget line A362004 543530; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Board approves and the Mayor be and hereby is authorized to effectuate any documentation necessary to award the “2024- Emergency Board-Ups Re-bid” to Cipco Boarding Co., Inc., P.O. Box 824, Lynbrook, New York 11563, in the amount of \$175,550.00 for a retroactive term from March 1, 2024, through February 28, 2025, with an option for two (2) additional one-year extension terms.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: February 18, 2025
To: Mayor Robert T. Kennedy
From: Nicholas Nugent, Electrical Engineer
Re: Recommendation - RFP #25-01-ELEC-729 **REVISED**
Continuous Emissions Monitoring System

By the closing date on January 24, 2025, the Electric Department received two proposals in response to its advertisement for continuous emissions monitoring system. Proposals were received from Air Tox Environmental Co., Inc., and STI CEMS Services, LLC. Both companies were responsive and responsible. Air Tox submitted the lowest price with no exceptions.

Air Tox has been providing the Electric Department with emissions monitoring services for over 10 years and we have had no complaints (see attached recommendation by the Acting Senior Power Plant Operator). The contract is for three years with an optional one-year extension. The second, third and option year show an annual increase in price of approximately 5%.

Vendor	2025 - 2026	2026 - 2027	2027 - 2028	Option Year
Air Tox	\$27,200.00	\$28,620.00	\$30,000.00	\$31,550.00
STI CEMS	\$82,550.00	\$82,550.00	\$82,550.00	\$82,550.00

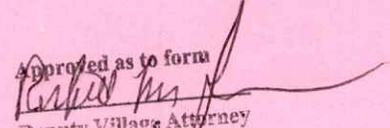
It is the recommendation of the Electric Department that the Continuous Emissions Monitoring System RFP be awarded to the lowest priced responsible and responsive proposer meeting specifications, Air Tox Environmental Company, Inc., 479 Tolland Turnpike, Willington, CT 06279 for the cost of \$27,200.00 for year one; \$28,620.00 for year 2; \$30,000.00 for year three and \$31,550.00 for the optional year. Expenses related to emergency repairs shall be provided at a rate of \$170.00/hour increasing by \$5.00/hour annually. The year 1 term would begin on March 1, 2025. The cost for these services shall be charged to E7143156 510000 (Regulatory Agency Expenses). There are sufficient funds available for this expense.

**Nicholas
Nugent**

Digitally signed by Nicholas Nugent
DN: cn=Nicholas Nugent, o=Freeport
Electric, ou=Engineering,
email=nnugent@freeportelectric.com,
c=US
Date: 2025.02.18 10:45:01 -05'00

Nicholas Nugent
Electrical Engineer

NN:db
Attachments

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, on January 2, 2025, the Board authorized the Village Clerk to advertise a Request for Proposals for the “2nd Request for Proposals for the Continuous Emissions Monitoring System”, RFP #25-01-ELEC-729; and

WHEREAS, by the closing date on January 24, 2025, the Electric Department received two (2) proposals responses to its request for proposals for continuous emissions monitoring system; and

WHEREAS, the lowest and responsible proposer was submitted by Air Tox Environmental Company, Inc., 479 Tolland Turnpike, Willington, CT 06279, for the cost of \$27,200.00 for year one (1); \$28,620.00 for year two (2); \$30,000.00 for year three (3); and \$31,550.00 for the optional year; and

WHEREAS, expenses related to emergency repairs shall be provided at a rate of \$170.00/hour increasing by \$5.00/hour annually; and

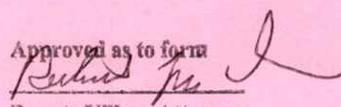
WHEREAS, the contract term is a three (3) year contract, with an optional one (1) year extension, beginning on March 1, 2025 and ending on February 29, 2028; and

WHEREAS, the cost for these services shall be charged to E7143156 510000 (Regulatory Agency Expenses) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and is hereby authorized to sign any paperwork necessary to award the “2nd Request for Proposals for the Continuous Emissions Monitoring System”, RFP #25-01-ELEC-729, to Air Tox Environmental Company, Inc. (Air Tox), 479 Tolland Turnpike, Willington, Connecticut 06279, for a term from March 1, 2025 to February 29, 2028, at a cost of \$27,200.00 for YEAR ONE (2025-26); \$28,620.00 for YEAR TWO (2026-27); \$30,000 for YEAR THREE (2027-2028); and \$31,500 for the optional one (1) year extension; expenses related to emergency repairs shall be provided at a rate of \$170.00/hour, increasing by \$5.00/hour annually.

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



1/31/2025

TO: Eric Rosmarin, Superintendent of Electric Utilities

FROM: Peter Reinke, Acting Senior Power Plant Operator

SUBJECT: Continuous Emissions Monitoring System Bid Recommendation

I have reviewed the Bids we received for the 2025-2028 Continuous Emissions Monitoring System (CEMS) and Air Tox Environmental Company, Inc was found to be one of two responsive bidders. Please note that Air Tox Environmental Company is our current provider for CEMS Testing and Reporting. We have developed a good working relationship with Air Tox and they have met our CEMS Testing and Reporting requirements without fail. Due to the nature of emission testing, we are required to run the LM6000 in order to perform quarterly audits. Air Tox Environmental has offered us flexibility in their scheduling in order to perform the tests when it is cost effective for Freeport Electric to run the unit based on our Day Ahead Generation Schedule. Also note, Air Tox Environmental Company has offered a proposal that is less in the total yearly costs than the bids received from other CEMS companies. Air Tox has also requested no exceptions to the terms as we have set forth in the request for proposal.

Based on the preceding my recommendation is to award Air Tox Environmental Company the Continuous Emission Monitoring System Contract.

Peter Reinke
Acting Senior Power Plant Operator

First in Value First in Service

Village of Freeport

46 North Ocean Avenue, Freeport, New York 11520

Tel: 516-377-2220 Fax: 516-377-2359 www.freeportelectric.com

VILLAGE OF FREEPORT

Nassau County, New York



**CONTRACT AND SPECIFICATIONS FOR
CONTINUOUS EMISSIONS MONITORING SYSTEM
2ND REQUEST FOR PROPOSALS
RFP #25-01-ELEC-729**

MAYOR

Robert T. Kennedy

TRUSTEES

**Jorge A. Martinez Christopher L. Squeri
Evette B. Sanchez Ronald J. Ellerbe**

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



**Eric Rosmarin, Superintendent
Incorporated Village of Freeport**

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**NOTICE OF
2ND REQUEST FOR PROPOSALS**

**CONTINUOUS EMISSIONS MONITORING SYSTEM
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York, will receive sealed proposals for “Continuous Emissions Monitoring System” until 4:00 P.M. on Friday, January 24, 2025. Completed proposals are to be delivered to Ms. Taylor D’Orta, Buyer, Inc. Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Copies of the Request for Proposals will be available from 9:00 A.M. on Monday, January 6, 2025, until 4:00 P.M. on Friday, January 24, 2025.

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

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

Taylor D’Orta, Buyer
Purchasing Department
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 2, 2025

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project:

“Continuous Emissions Monitoring Services”

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from 9:00 A.M. on Monday, January 6, 2025, until 4:00 P.M. on Friday, January 24, 2025.

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

3. FEE

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

4. FORM

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as one of the proposal documents and shall be submitted in a sealed envelope clearly marked “Continuous Emissions Monitoring System”, together with the name of the Candidate.

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

5. DELIVERY OF PROPOSALS

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

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

Each proposal must be headed by the name of the Candidate and the address of his principal office or principal place of business.

Proposals containing only a post office box as a mailing address will be deemed inadequate and may, at the discretion of the Purchaser, be rejected. In the case a proposal is made by a corporation, the same shall be signed by a legally authorized agent of the corporation.

6. TAXES

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

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

7. SECURITY

Not required.

8. QUALIFICATIONS OF CANDIDATES

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

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

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

9. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent of Electric Utilities a written request for an interpretation thereof.

The Superintendent of Electric Utilities shall furnish the prospective Candidate with a written response directly, prior to the deadline for submitting the proposal.

The making of any necessary inquiry will be the Candidate's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at (516) 377-2220 with any questions.

10. **ADDENDUM**

Any addendum issued prior to the return date of the proposals shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

11. **MODIFICATIONS**

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

12. **CORRECTIONS**

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

13. **WITHDRAWAL**

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

14. **SUBLETTING OR ASSIGNING THE CONTRACT**

Pursuant to §109 of the General Municipal Law of the State of New York, no contractor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such

contract, to any other person or corporation without the prior written consent of the Incorporated Village of Freeport.

15. MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to make more than one proposal for the same work.

A person, firm or corporation who has submitted a proposal to a Candidate, or who has quoted prices on materials to a Candidate, is not hereby disqualified from submitting a proposal or quoting prices to other Candidates.

16. AGREEMENT

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

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

17. GUARANTEE

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

18. RIGHT TO REJECT PROPOSALS

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

19. EXECUTION

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

FREEPORT ELECTRIC

CONTINUOUS EMISSIONS MONITORING SYSTEM

Scope

The Incorporated Village of Freeport, NY (Owner, Village or VOF), located within the Town of Hempstead, in Nassau County and Freeport Electric (FE) a wholly owned subsidiary of VOF, are proposing to contract the preparation of the quarterly audits and NYSDEC Part 60 reports as well as the Acid Rain/NOx Budget Program ECMPS reports for the LM6000 gas turbine located at Power Plant 2.

FE is interested in receiving proposals from qualified Vendors to supply all or part of the detailed scope. The following items are covered in this Request for Proposals (RFP):

1. Continuous Monitoring System
 - a. Quarterly Reporting Service
 - b. Optional Quarterly Maintenance Visits
 - c. Quarterly/Annual Audit
 - d. Emergency Repairs

Vendors shall note whether they are able to make a proposal as is or take exception to each section of the specification in the space provided at the end. Exceptions should be clearly described along with the alternative proposal(s). Use additional sheets if required.

1. Continuous Monitoring System

Monitor the system remotely, when necessary, from an outside connection on the CEM system computer. If a problem is identified that would require onsite personnel, dispatch a service technician or engineer to fix the problem as required. It is anticipated that the need for emergency visits will be minimized by the preventative maintenance program during the quarterly visits. The remote access will also allow preparation of the quarterly reports for the EPA and NYSDEC.

- a. Quarterly Reporting Service
 - i. Supply qualified engineers familiar with our CEM system and reporting requirements to prepare the quarterly reports. The end product of each quarterly effort will be the ECMPS suitable for submission to the EPA and the State reports for submission to the NYSDEC and report such on behalf of Freeport Electric.

- ii. Assist with establishing and maintaining the most current reporting software and procedures utilized in the Acid Rain and NOx Budget program.
 - iii. The CEMS computer is supplied with the CISCO Breeze reporting software.
 - iv. Supply and interface the quarterly reports to Freeport Electric's environmental consultant who requires such information to prepare the required yearly plant emission reports.
- b. Optional Quarterly Maintenance Visits
- i. At the option of Freeport Electric, the Utility may request that a technician perform routine maintenance on the CEM system one day per quarter. Regular maintenance tasks will consist of a thorough inspection of the system for proper operation, cleaning and/or replacing filters, and reviews of recent calibrations of the system. Periodic maintenance tasks, performed either quarterly or annually, will consist of items such as cleaning of the probe assembly, rebuilding the sample pumps, and cleaning of the analyzers. All maintenance will be performed in a manner to satisfy, but not be limited to, the site's Maintenance Plan. Vendor will work with FE to develop the Maintenance Plan.
 - ii. Freeport Electric will maintain and purchase all CEM related spare parts necessary for normal scheduled maintenance. Freeport Electric will also maintain a supply of calibration gases for the normal, day to day, calibrations. Vendor may assist in managing the inventory and provide coordination with the gas and parts supplier. Vendor will coordinate the supply of parts necessary for emergency repairs.
- c. Quarterly/Annual Audit
- i. Each quarter, Vendor will perform the required accuracy audit of the CEMS in accordance with US EPA and NYSDEC guidelines and requirements.
 - ii. During each of four calendar quarters, a cylinder gas audit (CGA)/Linearity Check will be performed by a qualified technician concurrent with one of the scheduled maintenance visits. This will result in a total of three CGA's and four Linearity Checks performed annually.
 - iii. During one quarter, Vendor will perform a relative accuracy test audit (RATA). This portion of the project will involve technicians from Vendor in order to perform major maintenance tasks and the audit within a reasonable period of time. Conduct RATA testing on one (1) CEMS for NOx (EPA Method 7e & PS#2), CO (EPA Method 10 & PS#4a), NH3 (EPA Method CTM-027 and on-site analysis), and O2 (EPA Method 3a & PS#3). Testing will meet the requirements of NYSDEC and EPA Parts 60 and 75. A minimum of 12 runs for each parameter must be performed with the discarding of the

three runs that will least represent the actual data. If any of the parameters are stratified as defined by USEPA, a minimum of 12 points must be sampled for each run.

- iv. Provide EPA Protocol gases for CGA and Linearity tests. Vendor is to provide Low and Mid level gases for each pollutant and range.
 - v. ECMPS reporting for the linearity tests and RATA tests will be prepared as required per 40 CFR Part 75 and uploaded to the EPA website following approval by client.
 - vi. Vendor will remain up to date on EPA and DEC rules and changes/updates in the rules.
- d. **Emergency Repairs**
- i. By adhering to a routine maintenance schedule, the occurrence of system failures is unlikely. However, for the purpose of this RFP, emergency repairs will be defined as any repairs of non-routine maintenance items that must be performed on less than 48 hours notice. Repairs of this type will be billed in accordance with Vendor's billable rates for emergency service, included with this proposal. If, however, emergency repairs must be performed within a 48 hour "window" of a regularly scheduled site visit, the scheduled visit will be moved (subject to prior scheduling) to include the necessary service under the scheduled visit (i.e., without charging emergency rates).
 - ii. Any problems with the system that become apparent during a scheduled maintenance visit will be remedied as deemed necessary to bring the system into proper operation. These tasks, resulting from non-maintenance related items (i.e., catastrophic failure of an analyzer) would be billed as time and materials charges above and beyond the standard monthly fee. Tasks such as this will not be considered emergency repairs from a billing standpoint.
 - iii. Regardless of site visits made to perform emergency repairs, the monthly site visit routine, outlined above, will be adhered to.

2. **Term** – The term of the contract shall be for three (3) years, commencing March 1, 2025, with an option to extend the contract for a fourth year upon the mutual agreement of the Parties.

3. **Warranties**

- a. Vendor shall certify that all CEMS parts furnished by the Vendor are free of defects and warranted for a period of not less than two years after installation.

4. **Qualifications**

- a. The entire scope of work must be performed by the company providing the quote without subcontracting.
- b. The company performing the Part 75 RATA must be "qualified" and the project manager must be "certified" in accordance with ASTM D 7036-04.

5. **Insurance**

Contractor is required to provide the following:

- a. 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.
- b. Contractor 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.
- c. Evidence of Workers' Compensation coverage in the statutory amounts shown on a C-105.2 or U-26.3 form (proof shown on an ACORD form is not sufficient).
- d. Evidence of NYS Disability coverage in the statutory amounts shown on a currently dated DB-120.1 (proof shown on an ACORD form is not sufficient).
- e. Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

CONTINUOUS EMISSIONS MONITORING SYSTEM

DATE: January 6, 2025

NAME: Air Tox Environmental Company, Inc.

ADDRESS: 479 Tolland Turnpike

Willington, CT 06279

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

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

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

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

NOTES:

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

CANDIDATE:

Air Tox Environmental Company, Inc.

CANDIDATE'S ADDRESS:

479 Tolland Turnpike, Willington, CT 06279

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

06-136027

CANDIDATE'S TELEPHONE (DAY):

(860) 985-3112

(NIGHT - EMERGENCY):

(860) 487-5606 ext. 2

FAX NUMBER:

(860) 487-5607

SIGNED BY:

TITLE: Chief Operating Officer

DATE: January 6, 2025

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

NAME & TITLE	ADDRESS
<u>John Schneider, President</u>	_____
_____	_____
_____	_____

NAME OF CANDIDATE:

Glen Lundstrom

BUSINESS ADDRESS OF CANDIDATE:

479 Tolland Turnpike, Willington, CT 06279

DATED: THE 6th DAY OF January, 2025

REFERENCES

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

1)

Name: Tim Grady

Company: University of Connecticut

Address: 240 Glenbrook Rd.

Storrs, CT 06269

Phone: (860) 486-5224

2)

Name: Jennifer Coleman

Company: ProEnergy Services

Address: 8310 McHard Rd.

Houston, TX 77053

Phone: (660) 829-5100

3)

Name: William Hoen

Company: P&G Gillette

Address: One Gillette Park

Boston, MA 02127

Phone: (617) 463-1092

COSTS

Vendors may submit proposals for any or all of the scope.

<i>TERM</i>		<i>3/1/2025 – 2/28/2026</i>	<i>3/1/2026 – 2/28/2027</i>	<i>3/1/2027 – 2/29/2028</i>	<i>OPTION YEAR</i>
<i>ITEM</i>	<i>Description</i>				
1a	Quarterly Reporting Service	\$6,800.00	\$7,000.00	\$7,200.00	\$7,500.00
1b	Optional Quarterly Maintenance Visits	\$1,800.00	\$2,000.00	\$2,200.00	\$2,500.00
1c	Quarterly/ Annual Audit CGA's/Linearity Checks and RATA	\$16,400.00	\$17,220.00	\$18,000.00	\$18,750.00
1d	Emergency Repairs (price per hour)	\$170.00	\$175.00	\$180.00	\$185.00
1e	Calibration Gases (if necessary)	\$2,200.00	\$2,400.00	\$2,600.00	\$2,800.00
<i>Total Yearly Costs (exclude 1d)</i>		\$27,200.00	\$28,620.00	\$30,000.00	\$31,550.00

CONTINUOUS EMISSIONS MONITORING SERVICES

as per specifications, or equal

NAME OF

CANDIDATE Air Tox Environmental Company, Inc.

ADDRESS 479 Tolland Turnpike, Willington, CT 06279

MAILING ADDRESS/P.O. BOX 479 Tolland Turnpike, Willington, CT 06279

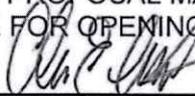
TELEPHONE NO. (860) 487-5606

FAX NO. (860) 487-5607

EMAIL info@airtoxenviro.com

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

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



(Signature of Candidate) Chief Operating Officer January 6, 2025
(Title) (Date)

Glen Lundstrom (860) 985-3112

(Print or Type Name) (Telephone)

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 18, 2025

To: Mayor Robert T. Kennedy

From: Nicholas Nugent, Electrical Engineer

Re: Consulting Agreement – Combined Technologies, Inc. REVISED

Attached is the Consulting Agreement between the Incorporated Village of Freeport and Combined Technologies, Inc. (CTI) for the provision of engineering consulting services to the Incorporated Village of Freeport's Electric Department. The Electric Department needs CTI's specialized engineering assistance with respect to transformer issues at Power Plant 2 on an as needed basis. No funds have been used under the current contract. The rate for the Principal-In-Charge and the Technical Consultant will increase by \$25.00/hour. The cost for the period March 1, 2025 to February 28, 2026 is not to exceed \$20,000.00 (the same as the current fiscal year).

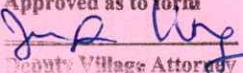
Therefore, it is the recommendation of the Electric Department that the Village enter into an agreement for engineering consulting services with Combined Technologies, Inc., 43 East Mall Drive, Melville, NY 11747 from March 1, 2025 to February 28, 2026 for the not to exceed cost of \$20,000.00; and that 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).

Nicholas
Nugent
Nicholas Nugent
Electrical Engineer

Digitally signed by Nicholas Nugent
DN: cn=Nicholas Nugent, o=Freeport
Electric, ou=Engineering,
email=nugent@freeportelectric.com,
c=US
Date: 2025.02.18 14:51:44 -0500

NN:db
Attachments

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

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, 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 January 22, 2024, the Board approved 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 the term from March 1, 2024 to February 28, 2025; and

WHEREAS, CTI's Principal-In-Charge, Mitchell Goldstein P.E., has been 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 with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, is for an amount not to exceed \$20,000.00, for the term from March 1, 2025 to February 28, 2026; and

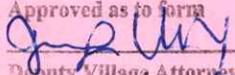
WHEREAS, the rate for the Principal-In-Charge and the Technical Consultant will increase by \$25.00/hour; and

WHEREAS, 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); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Electric Department, the Board approves and the Mayor be and hereby is authorized to execute all necessary documentation to enter into a Consulting Agreement with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, for an amount not to exceed \$20,000.00, for the term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

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 January 24, 2024
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 22, 2024:

It was moved by Trustee Sanchez, seconded by Deputy Mayor Ellerbe 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 on March 30, 2023, the Board approved a professional services contract with 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; and

WHEREAS, CTI's Principal-In-Charge, Mitchell Goldstein P.E., has been 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 \$20,000.00 for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, 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); 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 from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

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
Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u>OTHER</u>
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

COMBINED TECHNOLOGIES INC.

MARCH 1, 2025 - FEBRUARY 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of April 2022, 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 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, 2025 and shall terminate on February 28, 2026 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph 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 will 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

Principal-In-Charge	\$250.00
Technical Consultant	\$200.00
Professional Engineer	\$225.00
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%
Expert Testimony or night meetings	\$200.00 (min. 4 hr)

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: February 19, 2025
To: Mayor Robert T. Kennedy
From: Nicholas Nugent, Electrical Engineer
Re: Request for Contract Renewal – InfoSend, Inc. REVISED
Printing and Mailing Services

On February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc. This contract is due to expire on February 28, 2025. InfoSend, Inc. held its price firm for the last two years. If we extended the contract, there would be a price increase of 4.58% in the new fiscal year. We are also expecting an increase in postage. The actual cost of the contract is dependent on the actual number of statements or notices processed. Per the terms of the Master Services Agreement, InfoSend fees can be adjusted once every twelve months. It is estimated that the monthly billing, taking the printing and mailing increases into consideration, will be approximately \$15,217.00/month. The Electric Department is highly satisfied with the services provided by InfoSend and we believe that we are getting great value. However, we have the opportunity to take advantage of an even greater value by piggybacking off of a Nassau County contract.

In December of 2023, as a result of a competitive bidding process the Water Authority of Western Nassau County entered into a contract with InfoSend for the printing and mailing of its statements. The terms of the contract are comparable to our existing agreement. Rather than going out to bid or extending the current agreement, the Electric Department would like to piggyback off of the Nassau County Agreement and enter into a contract with InfoSend for two years. The increase in price would be 2.6% for the first year. For the second year, the contract price would increase by the change in the Consumer Price Index (CPI).

Below is what the pricing will be for March 1, 2025 to February 28, 2026, under the piggyback contract (Appendix 1 attached).

The total price for the Village of Freeport:

Paper stock	\$0.0178
Printing	\$0.0676
Data processing	\$0.01111
Outgoing envelope	\$0.0255
Return envelope	\$0.0222

Total 1st year 2025 cost on piggy back is \$0.1442 per statement, plus postage.

Compare to the Water Authority contract (attached) - pages 50 and 51.

Printing and Mailing	\$0.131
Plus the additional color	\$0.01
2023 Cost per statement	\$0.141
2.6% CPI increase	2.6%

Total cost for the Water Authority is \$0.1444 per statement plus postage.

This procedure is consistent with Section 4 of the Village's procurement policy as well as the Village and State procurement guidelines because it piggybacks off a previous competitively solicited contract from another agency in the United States which has been made available for use by other government entities.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board approve the printing and mailing services contract with InfoSend, Inc., located at 4240 E. La Palma Ave., Anaheim, CA 92807 from March 1, 2025 to February 28, 2027 for an approximate annual cost of \$182,600.00 subject to CPI increase in the second year. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. These services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies). There are sufficient funds available to cover this cost.

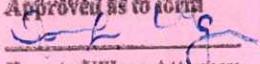
**Nicholas
Nugent**
Nicholas Nugent
Electrical Engineer

Digitally signed by Nicholas Nugent:
DN: cn=Nicholas Nugent, o=Freeport
Electric, ou=Engineering,
email=Nnugent@freeportelectric.com,
c=US
Date: 2025.02.19 10:08:24 -0500

NN:db

Attachment

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

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, who moved its adoption that:

WHEREAS, on February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc., 4240 E. La Palma Ave., Anaheim, CA 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties with no increase in unit prices and the cost of postage as a pass-through cost; and

WHEREAS, the contract was extended for three additional years on February 28, 2022, June 19, 2023, and February 26, 2024, running through February 28, 2025, with no increase in unit prices and the cost of postage as a pass-through cost; and

WHEREAS, if the Village wished to extend the current contract, the unit price would increase by 4.58%; and

WHEREAS, the Water Authority of Western Nassau County has a publicly bid contract which the Village is able to piggyback off of which has a 2.6% unit price increase from the previous rates of the Village; and

WHEREAS, this procedure is consistent with Section 4 of the Village's procurement policy as well as the Village and State procurement guidelines because it piggybacks off a previous competitively solicited contract from another agency in the United States which has been made available for use by other government entities; and

WHEREAS, the Electric Department is requesting Board approval to enter into a new printing and mailing contract with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807, for a term from March 1, 2025, to February 28, 2027, under the piggyback contract (Water Authority of Western Nassau County Agreement), for an approximate annual cost of \$182,600.00 (unit prices of production of the documents plus postage as a pass-through cost), subject to Consumer Price Index (CPI) increase in the second year; and

WHEREAS, below is what the pricing will be for March 1, 2025 to February 28, 2026, under the piggyback contract.

The total price for the Village of Freeport:

Paper stock	\$0.0178
Printing	\$0.0676
Data processing	\$0.01111
Outgoing envelope	\$0.0255
Return envelope	\$0.0222

Total 1st year 2025 cost on piggy back is \$0.1442 per statement, plus postage.

Compare to the Water Authority contract - pages 50 and 51.

Printing and Mailing \$0.131

Plus the additional color \$0.01

2023 Cost per statement \$0.141

2.6% CPI increase 2.6%

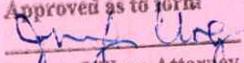
Total cost for the Water Authority is \$0.1444 per statement plus postage.

WHEREAS, these services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Electric Department, the Board approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the printing and mailing contract with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807, for a term from March 1, 2025, to February 28, 2027, for an approximate annual cost of \$182,600.00, subject to increase in the unit price based on the CPI increase in the second year, with postage as a pass-through cost.

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

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into on _____ (the "Effective Date") by and between Village of Freeport, a municipal corporation], with a principal address of 46 North Ocean Avenue, Freeport, New York 11520 ("Client"), and InfoSend, Inc., a California Corporation, with a principal address of 4240 E. La Palma Avenue, Anaheim, CA 92807 ("InfoSend"). Client and InfoSend are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, Client desires to obtain Data Processing, Printing and Mailing Services from InfoSend; and

WHEREAS, on December 14, 2023 the Water Authority of Western Nassau County entered into an Agreement with InfoSend ("Western Nassau County Agreement") pursuant to the Request for Proposal for the processing, printing and mailing of Billing Notices, Reminder and/or Termination Notices and other correspondence to customers of the Water Authority and corresponding proposal by InfoSend ("Western Nassau County Proposal") for two-year term; and

WHEREAS, pursuant to the Village of Freeport's procurement policy, Village of Freeport is authorized to utilize cooperative bidding contracting to utilize contracts awarded by other public agencies for the same or similar services; and

WHEREAS, Village of Freeport has evaluated Western Nassau County's RFP, InfoSend's Proposal, and Western Nassau County Agreement and desires to retain InfoSend utilizing the terms and pricing offered therein to obtain the products and services it requires; and

WHEREAS, InfoSend agrees to provide Village of Freeport with the products and services it requires; and,

WHEREAS, the Parties wish to incorporate and supplement certain terms and conditions set forth in the Western Nassau County Agreement with certain terms and requirements set forth herein; and,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as set forth in full.

2. **Appendix 1.** The Fee Schedule set forth below at **Appendix 1** hereby replaces the Fee Schedule set forth in the Western Nassau County Agreement enclosed within **Exhibit A**.

3. **Notice:** Any notice to Client shall be sent to the following address: 46 North Ocean Avenue, Freeport, New York 11520

Attn: Les Endo

4. **Term:** The term of this Agreement shall commence on March 1, 2025 and shall continue for a period of two (2) years.

5. **Entire Agreement.** These terms, together with the attachments, which are made a part hereof and incorporated by reference hereby, set forth the entire understanding of the Parties and supersede all prior agreements, written or oral. Attachments include **Exhibit A**, which consists of:

- Western Nassau County RFP
- InfoSend's Proposal in response to Western Nassau County RFP ("Western Nassau County Proposal")
- Agreement between Water Authority of Western Nassau County and InfoSend ("Western Nassau County Agreement")

6. **Conflict of Terms.** In the event of any conflict or ambiguity between the terms of this Agreement and the contents of **Exhibit A**, the precedence of the documents shall be as follows:

First:	This Agreement which includes Appendix 1
Second:	Western Nassau County Agreement
Third:	Western Nassau County Proposal

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Purchasing Agreement on the Effective Date first herein above written and caused this Cooperative Purchasing Agreement to become effective by their respective endorsements below:

Village of Freeport:

By: _____

Name: _____

Title: _____

Dated: _____

INFOSEND, INC.:

By: _____

Name: _____

Title: _____

Dated: _____

Appendix 1

InfoSend Data Processing, Print and Mail Pricing for the Village of Freeport

Client Volume Assumptions
Customers Contacted or Billed Monthly
-Approximately 338 Collection Notices
-Approximately 16,738 Statements
-Approximately 438 Tax Letters

Document Production Summary	
Statements Package includes: Data processing, one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.1442 per document
Collection Notices & Tax Letters Package includes: Data processing, one printed page up to 3/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.1387 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	\$0.00 (Waived during initial install)
Document Re-Design Fee	\$0.00 (Waived during initial install)
Data Processing Fee (per document)	\$0.0111
Data Security Infrastructure Surcharge, Monthly Fee	\$50.00

Printing and Mailing Service	
Statements - Printing & Mailing Fee with up to 4/1 Ink	\$0.0676
Collection Notices & Tax Letters – Printing & Mailing Fee with up to 3/1 Ink	\$0.0621
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.0621 for up to 3/1 printing \$0.0676 for up to 4/1 printing
Inline Insert Print Fee*	\$0.0621 Black printing \$0.0676 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.40

Address Updates – per “hit” (address that gets updated)	\$0.35 NCOA \$0.35 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	
The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days’ written notice to Client.	

Materials	
Standard 8.5” x 11” Paper Stock (per sheet)	\$0.0178
Standard Double Window Outgoing #10 Envelope	\$0.0255
Standard Single Window Return #9 Envelope	\$0.0222
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.21

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.013
Inserting Fee	\$0.010 per insert
<p>Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.</p> <p>Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.</p>	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.017 - For 18 Months of Retention \$0.022 - For 24 Months of Retention \$0.027 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$150.00
Final Doc Transfer (FDT)	<p>Option 1: \$0.015 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch.</p> <p>Option 2: \$0.025 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.</p>
Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.33 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

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 26, 2019
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 25, 2019:

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

WHEREAS, on January 7, 2019, the Board approved the award of the Printing and Mailing Services RFP to InfoSend, Inc., 4240 East La Palma Avenue, Anaheim, California 92807; and

WHEREAS, there was an error in the memorandum that was continued through the resolution regarding the term of bid award, which should have been for a three year term, not a two year term as was approved; and

WHEREAS, the term of the bid award should read “[T]he term of the contract shall be for three (3) years starting March 1, 2019, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties”; and

WHEREAS, all the other terms and conditions of the previously approved resolution will still be in effect, including the costs and budgeting lines; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, that the Board of Trustees approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the contract with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Pifeyro	In Favor
Trustee Ellerbe	In Favor
Trustee White	Excused
Mayor Kennedy	In Favor

Copy to:

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

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities March 1, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 28, 2022:

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

WHEREAS, on February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc., 4240 E. La Palma Ave., Anaheim, CA 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties; and

WHEREAS, the Village and InfoSend now wish to extend the term for one year (First Renewal Term) for a term running from March 1, 2022, until February 28, 2023 for a cost of \$150,000, with no increase in unit price; and

WHEREAS, these services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies), and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, Board approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the Agreement Amendment 1 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for one year (First Renewal Term) from March 1, 2022, until February 28, 2023 for a cost of \$150,000 with no increase in unit price.

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

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 June 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 19, 2023:

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

WHEREAS, on February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc., 4240 E. La Palma Ave., Anaheim, CA 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties; and

WHEREAS, on February 28, 2022, the Board approved the Agreement Amendment 1 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for one year (First Renewal Term) from March 1, 2022, until February 28, 2023 for a cost of \$150,000 with no increase in unit price; and

WHEREAS, the Village and InfoSend now wish to extend the term for second and final year (Second Renewal Term) for a term retroactive from March 1, 2023, until February 29, 2024 for an estimated contract cap of \$162,000; and

WHEREAS, these services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies), and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the Agreement Amendment 2 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for a second and final year (Renewal Term) retroactive from March 1, 2023, until February 29, 2024 for an estimated contract cap of \$162,000.

The Clerk polled the Board as follows:

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

AGREEMENT

THIS AGREEMENT made this 14th day of December, 2023 by and between InfoSend Inc., a corporation organized and existing under the laws of the State of California, with offices located at 4240 E. La Palma Ave, Anaheim, CA 92807 (hereinafter "Contractor") and the Water Authority of Western Nassau County, organized and existing as a public benefit corporation under Section 1198-a et. seq. of the Public Authorities Law of the State of New York, with offices located at 1580 Union Turnpike , New Hyde Park, New York 11040 (hereinafter "Water Authority"), establishes the intent, general conditions, obligations and representations of the Contractor and the Water Authority in connection with the processing, printing and mailing of Billing Notices, Reminder and/or Termination Notices and other correspondence to customers of the Water Authority.

WITNESSETH, that the Contractor and the Water Authority for the considerations stated herein mutually agree as follows:

The Contract documents include the following, all of which are incorporated herein as if set forth at length:

1. Notice to Bidders
2. Bid Specifications
3. Bidding Information
4. Bid Form/Proposal
5. Non-Collusive Bidding Certification
6. Resolution by Corporate Bidder
7. Addendum

Article 1. General Scope of Services.

The Contractor will do and perform all work necessary to process, print and mail billing notices, reminder and/or termination notices and other correspondence to customers of the Water Authority, in accordance with the terms and conditions stated herein and with the specifications annexed hereto and made a part hereof.

The Contractor shall furnish to the Water Authority all labor, materials, consulting services and equipment necessary to comply with this Agreement.

Article 2. The Contract Price.

The Water Authority hereby agrees to pay the Contractor in accordance with the terms, specifications and conditions of this Agreement for the processing and mailing of billing notices, reminder and/or termination notices and other correspondence to customers of the Water Authority as follows:

BILL PRINTING AND PROCESSING CHARGES:

<u>ITEM:</u>	<u>ONE UP PER UNIT PRICE:</u>
1. Printing, addressing and Mailing Customer Bills	\$ <u>0.131</u>
2. Printing and Mailing of second page bill if customer billing exceeds one page (two-sided bill is considered one page)	\$ <u>0.066</u>
3. Highlight color for Bills	\$ <u>0.010</u>

Note: All of the above unit prices shall exclude the cost of postage.

REMINDER AND TERMINATION NOTICE PRINTING AND PROCESSING CHARGES:

<u>ITEM:</u>	<u>PER UNIT PRICE:</u>
1. Printing, addressing and Mailing Reminder and/or Termination Notices	\$ <u>0.139</u>
2. Additional Color for Notices	\$ <u>0.010</u>
3. Highlight Color for Notices	\$ <u>0.010</u>

Note: All of the above unit prices shall exclude the cost of postage.

CORRESPONDENCE PROCESSING CHARGES:

<u>ITEM:</u>	<u>PER UNIT PRICE:</u>
1. Inserting and Mailing of Inserts into normal bill run	\$ <u>0.010</u>
2. Printing, addressing and Mailing of individual correspondence	\$ <u>0.130</u>

Note: All of the above unit prices shall exclude the cost of postage.

PICKUP AND DELIVERY CHARGES:

ITEM:

1. Pickup from the Water Authority's office
2. Delivery to the Water Authority's office

PRICE PER SERVICE:

\$ N/A
\$ Pass thru @ exact USPS rate

CONSULTING SERVICE CHARGES:

ITEM:

1. Initial programming of setup including all test prints

PRICE OF SERVICE:

\$ 0.00 – Already Live

PRICE PER HOUR:

2. Programming of changes in design of bills or notices during term of contract
3. Programming of changes to pre printed information on bills or notices during term of contract
4. Other bill or notice programming changes (i.e. bill layout graphs, etc.)

\$ 175.00

\$ 175.00

\$ 175.00

**PERCENTAGE PRICE INCREASE/
DECREASE FOR OPTIONAL THIRD
YEAR OF CONTRACT TERM:**

**PERCENTAGE:
Specify Whether
Increase or Decrease**

6% Increase

The Water Authority shall pay and the Contractor shall accept the amounts set forth in this Article 2 as full compensation for Contractor's costs and expenses incurred in completing all work in accordance with this Agreement.

Article 3. Term.

The term of this Agreement shall commence on January 5, 2024 and shall continue for a period of two (2) years.

Article 4. Option.

Not later than sixty (60) days prior to the expiration of the term of this Agreement, the Water Authority shall notify Contractor of its election to extend the term of this Agreement for an additional one (1) year term. The prices for the extended term shall be in accordance with the bid form and all terms and conditions of this Agreement shall be in full force and effect for the extended term.

Article 5. Requirements Contract.

This is a requirements contract and the Water Authority estimates, but does not guarantee, a monthly bill processing workload of approximately 12,500 billing units and monthly final termination notice workload of approximately 1,250 units.

Article 6. Requests for Payment:

Contractor shall submit an invoice together with a voucher for payment (hereinafter "Voucher") on the form supplied by the Water Authority, monthly, by the third (3) business day of the month following the month that services were provided pursuant to this Agreement. Each payment request submitted by Contractor shall be paid by the Water Authority.

The Water Authority will forward an estimated check to be applied toward postage monthly based on Water Authority approved estimates. The amount of the estimate will increase or decrease based on the next month's anticipated volumes.

The lowest postage rate applicable for items forwarded by first class mail shall apply in accordance with the weight thereof and shall be paid to the Contractor as herein set forth. The Contractor shall provide a monthly statement of postal charges together with its regular invoice which shall be adjusted based on the actual number and weight of items mailed.

Article 7. Identifying Information and Privacy Notification. Federal Employer Identification Number and/or Federal Social Security Number.

All invoices submitted for payment for the sale of goods or services to the Water Authority must include the payee's identification number, i.e., the seller's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on the invoice must give the reason or reasons why the payee does not have such number or numbers.

Article 8. Representatives.

GEORGE PIERI at #516-327-4083 and CHRISTOPHER REIDE at #516-327-4010 shall act as representatives of the Water Authority and Russ Reza at # 900-955-9330 shall act as representative of the Contractor for this Agreement. These persons shall have the authority to transmit instructions, receive information, interpret and define policies and make decisions with respect to the project within the scope of this Agreement. Additional and substitute representatives of the Water Authority and Contractor may be added by either party upon written notice to the other party.

Article 9. Ownership of Data.

The data provided to the Contractor by the Water Authority will remain the sole property of the Water Authority and Contractor agrees that said data is confidential and will not be used for any purpose other than for the benefit of the Water Authority.

Article 10. Independent Contractor Relationship.

The Water Authority is retaining the Contractor as an independent contractor. The Contractor will control the means and manner in which it performs the work required under this Agreement, and in all respects, the Contractor's relationship to the Water Authority shall be that of an independent contractor and not as the Water Authority's employee or agent. The Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Water Authority by reason of this Agreement. The Contractor further agrees that it will not make any claim, demand or application to the Water Authority for any right or privilege applicable to an officer or employee of the Water Authority, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

Article 11. Successors and Assigns.

This Agreement shall be binding on the parties hereto and on their heirs, executors, administrators, successors and assigns; provided, however, that neither this Agreement nor any part thereof, nor any moneys due or to become due hereunder to Contractor may be assigned by Contractor without the prior written consent of Water Authority.

Article 12. Subcontracting and Assignment by Contractor.

Contractor may not retain the service of other contractors to perform any part of this Agreement except with the express written consent of the Water Authority. This Agreement is non-assignable and nontransferable.

Article 13. Insurance.

Prior to the start of any work, the Contractor shall obtain at its own cost and expense and maintain for the life of the Contract and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, the following policies of insurance in not less than the following amounts:

General Liability - Commercial General Liability including personal injury and property damage. Coverage is to include broad form contractual liability.

Limits: One Million (\$1,000,000.00) Dollars per occurrence/Two Million (\$2,000,000.00) Dollars general aggregate. One Million (\$1,000,000.00) Dollars personal injury liability.

Workers' Compensation - Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

Statutory Disability Benefits - As required by New York State law for all employees.

The Contractor's Liability policies shall be subject to only standard exclusions and limitations. Insurance coverage shall be provided by an A.M. Best rated "A minus" or better New York State admitted insurer and shall be an occurrence form of policy.

Before delivery of the Contract, certificates of all policies showing the Contractor's individual policies, insurance carriers, limits and effective dates shall be delivered by Contractor to the Water Authority simultaneously with execution of the Contract by the Contractor. The aforesaid certificates shall be attached to and made a part of this Agreement. Each certificate shall have endorsed thereon, "No cancellation of or change in this policy shall become effective until after notice by certified mail, addressed to the Engineering Department, Water Authority of Western Nassau County, 1580 Union Turnpike, New Hyde Park, New York 11040." If, at any time, any of the said policies shall be or become unsatisfactory to the Water Authority as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Water Authority, the Contractor shall promptly obtain a new policy and shall submit a certificate of the issuance thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the Water Authority, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain, or the taking out and /or maintenance of any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All policies shall be drawn to cover a period of not less than one year (1) from the date of issue and shall be renewed for any option period.

Each policy shall include a statement that the insurance payable under these policies shall be applied by the insurance company first to the protection of the Water Authority and the remainder, if any, to the other named insured's.

In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be required by the Water Authority.

The Water Authority is hereby authorized to make settlement of claims for property damage not covered by the policies of insurance required to be furnished by the Contractor for which claims the Contractor is legally liable, and to pay the amount of settlement out of any funds due under Article 6.

Article 14. Compliance with Federal, State and Local Laws.

Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated there under. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations for the processing, printing and mailing of Billing Notices, Final Termination Notices and other correspondence to customers of the Water Authority. By signing this Agreement, the Contractor affirmatively represents that it has complied with said laws, and shall continue to do so during the term of this Agreement unless it advises the Water Authority otherwise, in writing. The Water Authority signs this Agreement in reliance upon this representation.

During the term of this Agreement, and any extension thereof, the Contractor must remain in compliance with said laws. A failure to notify the Water Authority of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this Agreement.

Article 15. Conflict of Interest.

(a) To the best of the Contractors knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Water Authority.

(b) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair or appear to impair the Contractor's objectivity in performing the work for the Water Authority.

(c) The Contractor agrees that if an actual, apparent, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Water Authority. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Water Authority, to avoid, mitigate or minimize the actual or potential conflict.

(d) Remedies- The Water Authority may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Water Authority, the Water Authority may terminate the contract, or pursue such other remedies as may be permitted by the terms of this Agreement.

(e) The Contractor agrees to insert in each subcontract placed hereunder provisions which shall conform substantially to the language of this clause unless otherwise authorized by the Water Authority.

Article 16. Water Authority Credit.

The Contractor shall not pledge the Water Authority's credit nor offer it as a guarantor of payment or surety for any indebtedness that the Contractor may incur. The Contractor represents that it has no obligations or indebtedness that would impair its ability to provide the necessary services to the Water Authority.

Article 17. Non-Discrimination Requirements.

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

Article 18. Employment of Qualified Handicapped Individuals.

Contractor agrees to comply with the Rehabilitation Act of 1973, as amended, together with appropriate orders or regulations as may be issued from time to time pursuant to such Act, relating to affirmative action for the employment of qualified handicapped individuals.

Article 19. Employment of Veterans.

Contractor agrees to comply with the Vietnam Era Veterans Readjustment Act of 1974, together with appropriate orders or regulations as may be issued from time to time pursuant to such Act.

The affirmative action clause set forth in 41 CFR 60-250.4 is incorporated herein by reference if that clause is required by such Act, order or by regulation.

Article 20. Wage and Hour Provisions.

This is a public works contract covered by Article 8 or the Labor Law and therefore, if applicable, no laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Agreement shall be permitted or required to work more than the number of hours or days stated in the said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if applicable, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplement, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Article 21. Notices.

All notices in connection with this Agreement shall be given to the Water Authority as follows:

Water Authority of Western Nassau County
1580 Union Turnpike
New Hyde Park, New York 11040
Attn: John E. Ryan
Chairman

and to Contractor as follows:

Infosend, Inc.
4240 E. La Palma Avenue
Anaheim, CA 92807
Attn: Russ Rezaei, President

until and unless other addresses are specified in writing to all parties. Any notice to any party under this Agreement shall be in writing and shall be effective on the first to occur (i) upon delivery, if delivered in person to the party at the address specified herein or at such other address as shall have previously been specified in writing by such party to all parties hereto; (ii) upon delivery, if sent by commercial express service (such as Federal Express), to the party at the address specified herein or at such other address as such party shall have previously specified in writing to all parties hereto; (iii) seven (7) calendar days after deposit in the U.S. Mail, postage prepaid, certified or registered mail, return receipt

requested, to the address of such party set forth herein, or to such other address as such party shall have previously specified in writing to all parties hereto; or (iv) upon machine confirmation or dispatch, if sent by telecopy or other facsimile transmission to a receiving machine located at the address specified herein or at such other address as such party shall have previously specified in writing to all parties hereto.

Article 22. Default by Contractor.

In the event of a default by the Contractor, the Water Authority shall in addition to the rights and remedies contained in this Agreement, have any rights and remedies which are provided by law, including but not limited to an action for breach of contract, and the right to seek damages, including consequential damages therefor.

Article 23. Cancellation of Agreement.

If, at any time during the term of this Agreement, there shall be filed by or against the Contractor in any Court, pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all of Contractor's property or of that portion of its property used in connection with its operations under this agreement, or if the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement under Title 11 of the United States Code or other similar statute; or if the Contractor fails to supply enough properly skilled workmen or proper materials; or if the Contractor fails to make prompt payment to a Subcontractor for material or labor; or violates laws or ordinances; or discharges the plans and specifications of this Agreement; or otherwise violates any provision of this Agreement; or its license is revoked; then the Water Authority without prejudice to any other right or remedy and after giving seven (7) days written notice, may terminate this Agreement. In such event, the Water Authority shall only be responsible for payment to Contractor for the services performed by Contractor as of the date of the written notification.

Article 24. Patent Infringements.

The Contractor shall be responsible for any claims made against the Water Authority for any infringement of patents by the use of patented or unpatented invention, article or appliance manufactured or used in the performance of this Agreement, including their use by the Water Authority, and the Contractor shall hold and save harmless and indemnify the Water Authority for all damages, costs and expenses which the Water Authority shall be obliged to pay by reason of any such infringement.

Article 25. Indemnification.

The Contractor agrees that it will indemnify and save harmless the Water Authority from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Contractor, its agents, employees, or subcontractors in the performance of this Agreement.

Article 26. No Arbitration.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Article 27. Service of Process.

In addition to the methods of service allowed by the New York State Civil Practice Law and Rules ("CPLR"), contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Water Authority's receipt of the return receipt thereof by the United States Postal Service as refused or undelivered. Contractor must notify the Water Authority, in writing, of each and every change of address to which service of process can be made. Service by the Water Authority to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

Article 28. Return of Bid Deposit.

Any bid deposit made by the Contractor with respect to this Agreement shall be returned to the Contractor within ten (10) days of commencement of this Agreement.

Article 29. Nonwaiver.

The failure of a party to insist upon compliance by the other party with any of the terms or conditions of this Agreement shall not be construed as a waiver of that party's right to insist on such conditions in the future.

Article 30. Severability.

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Contractor and the Water Authority shall be construed and enforced accordingly.

Article 31. Governing Law.

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York applicable to contracts made and performed therein.

Article 32. Headings.

Article headings in this Agreement are intended for convenience only and form no part of the Agreement between the parties.

Article 33. Entire Agreement.

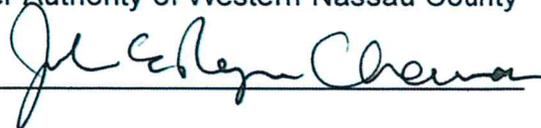
This Agreement contains the entire understanding and agreement between the parties and it supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties. No addition to, modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by the Contractor and the Water Authority.

IN WITNESS WHEREOF, the parties have hereunto set their hands and such of them as are corporations have caused these presents to be signed by their duly authorized officers as of the date first written above.

InfoSend, Inc.

By: 

Water Authority of Western Nassau County

By: 

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 22nd day of December, in the year 2023, before me personally came John E. Ryan, to me known, who, being by me duly sworn, did depose and say: that he resides in Floral Park, in the County of Nassau, State of New York; and that he is the Chairman of the Water Authority of Western Nassau County, the public benefit corporation described in and which executed the above instrument, that he signed his name thereto by authority of the Board of Directors of said public benefit corporation.


Notary Public

MARIANNE BURKE SPARTA
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01BU6153251
COMM. EXP. 10-02-2026

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

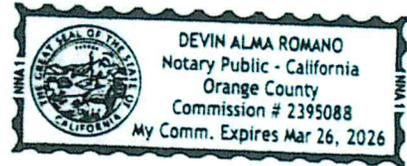
On December 14, 2023 before me, Devin Romano, Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Devin Alma Romano (Seal)



Client#: 581763

INFOSENDI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/03/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh & McLennan Agency LLC; CONTACT NAME: Amber Wisher; INSURER(S) AFFORDING COVERAGE: Federal Insurance Company, CompWest Insurance Company, Accident Fund Ins Co of America, Underwriters at Lloyd's London, Arch Insurance Company.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Cyber/E&O, and Crime.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured as respects to General Liability per attached endorsements. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to General Liability per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Water Authority of Western Nassau County; ATTN: Deborah Cossio; 1580 Union Turnpike; New Hyde Park, NY 11040-0000. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



Liability Insurance

Endorsement

Policy Period 02/01/2023 TO 02/01/2024

Policy Number 36031149

Insured InfoSend, Inc.

Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Water Authority of Western Nassau County

ATTN: Deborah Cossio
1580 Union Turnpike
New Hyde Park, NY 11040-0000

All other terms and conditions remain unchanged.

Authorized Representative



Conditions
**Duties In The Event Of
Occurrence, Offense,
Claim Or Suit
(continued)**

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions

**Other Insurance
(continued)**

- D. that is insurance:
 - 1. provided to you by any person or organization working under contract or agreement for you; or
 - 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

**LEGAL NOTICE
WATER AUTHORITY OF WESTERN NASSAU COUNTY
NEW HYDE PARK, NEW YORK
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Board of Directors of the Water Authority of Western Nassau County, New Hyde Park, New York, until 10:30 a.m. on October 18, 2023 at which time they will be publicly opened and read and the contract awarded as soon thereafter as practicable for a contract for the processing, printing and mailing of billing notices, termination notices, reminder notices and other correspondence to customers of the Water Authority of Western Nassau County.

Detailed specifications, the proposed contract and bid forms for the above mentioned contract are presently available for inspection at the office of the Water Authority of Western Nassau County, 1580 Union Turnpike , New Hyde Park, New York, and copies thereof may be obtained, on regular business days between the hours of 9 a.m. and 4 p.m.

All bids shall be submitted upon the forms provided there for by the Water Authority of Western Nassau County.

Each bid proposal must be accompanied by a Bid Deposit payable to the Water Authority of Western Nassau County by certified check or bank check in the sum of One Thousand (\$1,000.00) Dollars.

Bids must be addressed to the Board of Directors, Water Authority of Western Nassau County, 1580 Union Turnpike, New Hyde Park, New York 11040, and submitted in a sealed envelope marked "Proposal - Printing Contract" not later than 10:30 a.m. on the date above stated.

No bid may be withdrawn after its acceptance or for a period of forty-five (45) days after being publicly opened and read.

All bid deposits except that of the successful bidder will be returned upon award of the bid. The bid deposit for the successful bidder will be returned within ten (10) days of commencement of the Agreement.

The Board of Directors of the Water Authority of Western Nassau County reserves the right to reject any and all bids in the whole or in part and to waive any informality in the bids and to accept the bid and award the Contract to the lowest, responsible, formal Bidder deemed most favorable to the interests of the Water Authority of Western Nassau County there for, pursuant to Section 103 of the General Municipal Law.

Upon acceptance of the bid, if the successful bidder fails to enter into a contract pursuant to the requirements of said Board of Directors, then at the sole option of the Water Authority the bid deposit shall be forfeited to the Water Authority of Western Nassau County as liquidated damages and not as a penalty, and the Water Authority shall retain all of its other remedies for damages provided by law.

Dated: September 15, 2023
New Hyde Park, New York

WATER AUTHORITY OF WESTERN
NASSAU COUNTY
By: John E. Ryan - Chairman

BID SPECIFICATIONS

1. Bill Processing Services:

The Contractor shall laser print, from the Water Authority's electronic data transmission provided to the Contractor, up to 180,000 bills on an annual basis. The bills will be inserted into a dual window outer envelope along with a courtesy reply envelope. From time to time, Contractor will be required to insert a second page of billing information and/or separate bill inserts into the outer envelope. The Contractor will also be required to mail all bills and bill inserts to the customers of the Water Authority. The Contractor will be required to add to the Water Authority's customer bill the additional four (4) digit zip code suffix and will bar code all customers addresses prior to commencement of bill notice processing services or will have the capability of POSTNET bar-coding of all mail at time of mailing. The Contractor shall notify the Water Authority of any incorrect addresses supplied by the Water Authority via facsimile or electronic transmission.

2. Reminder and Termination Notice Processing Services:

The Contractor will laser print, from the Water Authority's electronic data transmission provided to the Contractor, approximately 50,000 Termination Notices on two sided paper with two color print (black and red) and Reminder Notices on two sided paper with two color print (black and blue) on an annual basis. The Reminder and/or Termination Notices will be inserted into a dual window outer envelope along with a courtesy reply envelope. The Contractor will be required to mail all Termination and/or Reminder Notices to the affected customers of the Water Authority. The Contractor will also be required to bar code all customer addresses prior to commencement of final termination notice processing services or will have the capability of POSTNET bar-coding of all mail at time of mailing.

3. Correspondence Processing Services:

The Contractor will laser print, insert, address and mail individual correspondence ("correspondence processing services") to customers of the Water Authority from the Water Authority's electronic data transmission provided to Contractor. The correspondence processing services will be on an as needed basis at the request of the Water Authority.

4. Test phase:

The Contractor will produce three (3) days of bill runs and three (3) days of final

termination notice runs on a test basis. Such test phase will occur no less than thirty (30) days prior to the commencement of bill and final termination notice services. The bills and final termination notices produced during the test phase will not be mailed. The Contractor will present all test runs to the Water Authority for review and approval. Any deficiencies found will be immediately corrected by Contractor and a subsequent parallel test shall be run. The requirement for test runs may be waived in the sole discretion of the Water Authority.

5. Consultation Services:

Contractor shall consult with the Water Authority for the design changes, programming, and transmission setup for the statement format during the test phase. Additional consultation services for future design changes shall be provided by Contractor on an as needed basis for the Water Authority during the term of this Agreement and any extension thereof.

6. Materials Provided by Contractor:

a. Paper:

8 ½" x 11", 24 lb., white cut sheet paper, one up per sheet

One horizontal perforation, 3 ½" from the top

Front will be blank.

Back may be preprinted. The preprinted information on the back may be changed by the Water Authority on thirty (30) days written notice to Contractor.

b. Mailing Envelopes:

#10 white, 24 lb.

Dual windows

No tint

(See Sample Mailing Envelope in Addendum for details.)

c. Return Envelopes:

#9 white wove, 24 lb.

One window

Black print on face and rear

No tint

(See Sample Return Envelope in Addendum for details.)

Contractor may request variances from the above requirements subject to approval by the Water Authority. Contractor must provide all paper, mailing envelopes and return envelopes necessary to perform the aforementioned services. All of the aforesaid paper and envelopes shall be recycled and have a minimum quality rating of 24lb. OCR bond. The paper, if approved by the department of environmental conservation as satisfying the requirements of subdivision two of Section 27-0717 of the environmental conservation law (hereinafter "ECL") and regulations promulgated thereto, must contain the official state

recycling emblem established pursuant to the above-cited ECL provision, and if not, the paper must contain a printed statement which indicates the percentages of pre-consumer and post-consumer recycled material content.

7. Message and Insert Management Transmission:

a. Contractor will have the ability to store and update the Water Authority's bill and notice messages via electronic forms as required by the Water Authority. Messages will be coded and delivered by the Water Authority's electronic data transmission provided to the Contractor and will be electronically maintained and logged by Contractor for retrieval during bill preparation. Contractor shall provide for separate messages to be placed on bills and notices segregated by geographic or other reasonable categories.

b. Contractor will respond to any required change in bill or notice format or message change within ten (10) days, after notification by the Water Authority via facsimile or electronic transmission.

c. Contractor will include any bill or notice insert in mailings to the Water Authority's customers not more than forty-eight (48) hours after receipt of inserts from the Water Authority.

8. Processing Time:

a. Contractor will print bills and notices, including any required messages; prepare the bills and notices for mailing, including any insertion of inserts; and mail bills and notices by the next business day provided that billing and notice data is received by Contractor no later than 11:00 P.M. by electronic transmission. Data received after 11:00 P.M. will be considered to have arrived on the next business day.

b. The processing times provided above, shall be tolled, if there are any discrepancies in counts from the transmittal sheet provided to the Contractor, provided, however, that the Water Authority is notified, verbally and by facsimile or electronic transmission immediately after the discrepancies are discovered. If there are any discrepancies in counts from the transmittal sheet provided to the Contractor, no items shall be mailed by Contractor until it receives written notice of consent to proceed from the Water Authority.

9. Quality and Accuracy:

a. Contractor agrees to an accuracy rate of 99.8% for name, address and content of messages as supplied by the Water Authority. Contractor will, at its expense, correct any mistakes, in the manner prescribed by the Water Authority.

b. Contractor agrees that the appearance of messages, billing information and

addresses will be "best practice" and meet or exceed the expected standard business criteria format for placement, framing, folding, attachments and the quality of print, paper and envelopes.

c. Water Authority shall be notified by Contractor immediately upon discovery of any problem, of whatever nature, encountered during performance of bill and notice processing services and correspondence processing services. Notification shall be verbal and by facsimile or electronic transmission.

10. Daily Confirmations:

Contractor will provide a daily confirmation, by facsimile or electronic transmission, within twenty-four (24) hours of receipt of billing and notice data, of the number of bills and notices received for processing and the number mailed to customers.

11. Electronic Data Transfer:

a. Data will be provided electronically to Contractor from the Water Authority's computer. A transmittal sheet will be forwarded concurrently by facsimile or electronic transmission outlining the total number of record counts by customer number and dollar totals.

b. The Water Authority will provide each day's data for processing of bills and notices to Contractor by 11:00 P.M. Monday through Friday.

12. Addendum:

See Addendum for samples of the following items:

1. Mailing Envelope
2. Return Envelope
3. Bill
4. Final Termination Notice
5. Reminder Notice

WATER AUTHORITY OF WESTERN NASSAU COUNTY
BIDDING INFORMATION

Bid Price is to include all mandated requirements as set forth by State and Federal Law.

Bid Figures must be separately stated in accordance with the Bid Form attached hereto, which must be used for Bid Submission.

Each Bid price must be a firm and final price and not subject to revision or change for any reason whatsoever.

Each Bid Proposal must be accompanied by a Bid Deposit payable to the Water Authority of Western Nassau County by certified check or bank check in the amount of One Thousand (\$1,000.00) Dollars.

No bid may be withdrawn after its acceptance or for a period of forty-five (45) days after being publicly opened and read.

All bid deposits except that of the successful bidder will be returned upon award of the bid. The bid deposit for the successful bidder will be returned within ten (10) days of commencement of the Agreement.

The Water Authority of Western Nassau County reserves the right to reject any and all bids in the whole or in part and to waive any informality in the bids and to accept the bid and award the Contract to the lowest, responsible, formal Bidder deemed most favorable to the interests of the Water Authority of Western Nassau County there for, pursuant to Section 103 of the General Municipal Law.

Upon acceptance of the bid, if the successful bidder fails to enter into a contract pursuant to the requirements of said Board of Directors, then at the sole option of the Water Authority the bid deposit shall be forfeited to the Water Authority of Western Nassau County as liquidated damages and not as a penalty, and the Water Authority shall retain all of its other remedies for damages provided by law.

WATER AUTHORITY OF WESTERN NASSAU COUNTY
BID FORM

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

BID PRICE:

BILL PRINTING AND PROCESSING CHARGES:

<u>ITEM:</u>	<u>ONE UP PER UNIT PRICE:</u>
1. Printing, addressing and Mailing Customer Bills	\$ _____
2. Printing and Mailing of second page bill if customer billing exceeds one page (two-sided bill is considered one page)	\$ _____
3. Highlight color for bills	\$ _____

Note: All of the above unit prices shall exclude the cost of postage.

REMINDER AND TERMINATION NOTICE PRINTING AND PROCESSING CHARGES:

<u>ITEM:</u>	<u>PER UNIT PRICE:</u>
1. Printing, addressing and Mailing Reminder and/or Termination Notices	\$ _____
2. Additional color for Notices	\$ _____
3. Highlight color for Notices	\$ _____

Note: All of the above unit prices shall exclude the cost of postage.

CORRESPONDENCE PROCESSING CHARGES:

ITEM:

PER UNIT PRICE:

1. Inserting and Mailing of Inserts into normal bill run \$ _____
2. Printing, addressing and Mailing of individual correspondence \$ _____

Note: All of the above unit prices shall exclude the cost of postage.

PICKUP AND DELIVERY CHARGES:

ITEM:

PRICE PER SERVICE:

1. Pickup from the Water Authority's office \$ _____
2. Delivery to the Water Authority's office \$ _____

CONSULTING SERVICE CHARGES:

ITEM:

PRICE OF SERVICE:

1. Initial programming of setup including all test prints \$ _____

PRICE PER HOUR:

2. Programming of changes in design of bills or notices during term of contract \$ _____
3. Programming of changes to pre printed information on bills or notices during term of contract \$ _____
4. Other bill or notice programming changes (i.e. bill layout graphs, etc.) \$ _____

**PERCENTAGE PRICE INCREASE/
DECREASE FOR OPTIONAL THIRD
YEAR OF CONTRACT TERM:**

**PERCENTAGE:
Specify Whether
Increase or Decrease**

Authorized signature for Bidder

Printed name of Signer

Non-Collusive Bidding Certification
Pursuant to Section 103-d of the General Municipal Law

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Dated: _____

Legal name of person, firm or
corporation

By: _____

ACKNOWLEDGMENT

CORPORATE

STATE OF _____)
)ss:
COUNTY OF _____)

On the ___ day of _____, in the year 2023, before me personally came _____, to me known, who, being by me duly sworn, did depose and say: that he/she resides in _____, in the County of _____, State of _____; and that he/she is the _____ of _____, the corporation described in and which executed the above Non-Collusive Bidding Certification; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

INDIVIDUAL

STATE OF _____)
)ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above Non-Collusive Bidding Certification, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Resolution By Corporate Bidder

Resolved that _____
(Name and title of Signatory and Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the following project:

Processing, printing and mailing of billing notices, reminder and/or termination notices and other correspondence for the Water Authority of Western Nassau County, and to include in such bid the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board of
(Name of the Corporation)

Directors held on the ___ day of _____, 2023.

(Secretary)

WATER AUTHORITY OF WESTERN NASSAU COUNTY

CONTACT INFORMATION FORM

Include below the name, address, telephone number, place of principal employment and occupation of all persons who will contact the Water Authority of Nassau County on behalf of the bidder (maximum of 10 individuals).

Name	Address	Telephone	Employer	Occupation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

WATER AUTHORITY OF WESTERN NASSAU COUNTY
BID PREPARATION DISCLOSURE FORM

Include below the first and last names of all persons who participated in the preparation of this bid.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

IRANIAN INVESTMENT ACTIVITIES CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (6) of subdivision 3 of section 165-a of the State Finance Law.

Print Name of Individual or Corporate/LLC Bidder

By: _____

Name: _____

Title: _____



BillPrint. eBills. Delivered.

An Innovative Outsourcing Partner

InfoSend, Inc. Response to:

Water Authority of Western Nassau County, NY Request for Proposal Printing Contract

Due: 12/7/2023

Time: 10:30am EST

Prepared for: Board of Directors

Provided by: Robert Crawford
Territory Sales Manager
robert.c@infosend.com
Office: 714.993.2690
Mobile: 714.795.7974

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Letter of Transmittal

November 30, 2023

Water Authority of Western Nassau County
1580 Union Turnpike,
New Hyde Park, NY 4132

Board of Directors:

InfoSend Incorporated is pleased to present this response to the Water Authority of Western Nassau County for the printing and mailing of its utility bills and notices. InfoSend has had the pleasure of providing data processing, printing, and mailing services for the Water Authority since 2011. InfoSend team is confident that our offering and benefits presented herein will continue to provide the Water Authority and its residents with the greatest value in the market today.

InfoSend (Federal Tax Identification Number 33-0748516) is a privately held California corporation, incorporated in 1997, with over 200 current employees delivering more than 250 million print/electronic documents across the nation per year. The company also has InfoSend owned and operated facilities in Illinois, Texas, Florida and Massachusetts. InfoSend's core competencies are information technology, data processing, document formatting, and document production/delivery. The Software as a Service (SaaS) approach allows InfoSend to continually refine its services and equipment without requiring software installation and maintenance at your site.

InfoSend Advantages and Differentiators

- Current Water Authority vendor with experience working with your billing statements since 2011
- Wholly owned and operated out of 5 regional production facilities in Anaheim, CA, Downers Grove, IL, Carrollton, TX, Fort Myers, FL and Haverhill, MA. **Please note that our Haverhill, MA production facility is now an option for your production. Should InfoSend retain your business, you will have the option of having your mail produced from this facility. Haverhill is 245 miles from Nassau County.**
- We never use subcontractors to sub excess printing volume out to other vendors.
- Utility billing software agnostic with extensive experience processing ASCII data files
- Industry leader in providing innovative, best practice solutions
- Excellent account management tools and personnel with continued attention to cost savings
- Capacity to handle both high-volume and low-volume, specialized print and mailing requests with fast turn-around times
- PCI Level 1 Compliant and SOC II audited
- Specializes in supporting over 800 public agency clients nationwide
- Company culture prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.

During RFP processes, we like to make suggestions to optimize our clients' billing process when using an outsourced vendor – regardless of whether we are selected as your successful vendor. Now that InfoSend is producing envelopes in-house, one of our strongest suggestions is encouraging the Authority to switch to standard outgoing and return envelopes instead of the current preprinted stock in use today. Standard envelopes are produced at a rate of millions per month, and we are able to pass our bulk rate savings on to our clients. Most importantly however, should we need to switch the Authority to one of our other facilities during a disaster recovery process, your jobs will be able to be printed and mailed successfully

without us having to spend additional money to stock custom materials at another one of our warehouses. Our standardized envelope setup ensures no more inventory worries or frequent cost increases for the Authority. InfoSend will work with the Authority to ensure that its logo and return address information are displayed properly to accommodate the change.

RFP Contact

InfoSend's Territory Sales Manager Robert is the designated contact for any questions regarding the content and pricing of this RFP response.

Robert Crawford, Territory Sales Manager
robert.c@infosend.com
800.955.9330 x 364

Summary

The InfoSend solution is a complete, proven technology practice that ensures both client customer communications are distributed and payments are captured efficiently. InfoSend provides unequalled technical support, based on our proven experience with clients such as the Water Authority of Western Nassau County, and our continued investment in staff and R&D roadmap. We believe that efficiencies can be improved by introducing new thoughts and ideas, and are looking forward to discussing added improvements with the City. We are proud to say that in 26 years we have never had a public agency customer discontinue services with InfoSend due to programming, production, quality, customer service, or operational issues. We think this fact makes us pretty unique in our industry.

We firmly believe that continuing the Water Authority's partnership with the InfoSend will result in an efficient and cost effective continued outsourced billing operation. Thank you for this opportunity to present our services. We are hopeful for a long, continued partnership with the Water Authority of Western Nassau County.

Sincerely,



Russ Rezai
President
Russ.r@infosend.com
O. 714.993.2690
F. 714.993.1306



Robert Crawford
Territory Sales Mgr.
robert.c@infosend.com
O. 800.955.9330

Required Bid Documents

Bid Form

WATER AUTHORITY OF WESTERN NASSAU COUNTY

BIDDER'S COMPANY NAME: **BID FORM**
InfoSend, Inc.

ADDRESS: 4240 E. La Palma Ave, Anaheim, CA 92807

CONTACT PERSON: Robert Crawford

TELEPHONE NUMBER: 714.993.2690

BID PRICE:

BILL PRINTING AND PROCESSING CHARGES:

<u>ITEM:</u>	<u>ONE UP PER UNIT PRICE:</u>
1. Printing, addressing and Mailing Customer Bills	\$ <u>0.131</u>
2. Printing and Mailing of second page bill if customer billing exceeds one page (two-sided bill is considered one page)	\$ <u>0.066</u>
3. Highlight color for bills	\$ <u>0.01</u>

Note: All of the above unit prices shall exclude the cost of postage.

REMINDER AND TERMINATION NOTICE PRINTING AND PROCESSING CHARGES:

<u>ITEM:</u>	<u>PER UNIT PRICE:</u>
1. Printing, addressing and Mailing Reminder and/or Termination Notices	\$ <u>0.139</u>
2. Additional color for Notices	\$ <u>0.01</u>
3. Highlight color for Notices	\$ <u>0.01</u>

Note: All of the above unit prices shall exclude the cost of postage.

CORRESPONDENCE PROCESSING CHARGES:

<u>ITEM:</u>	<u>PER UNIT PRICE:</u>
1. Inserting and Mailing of Inserts into normal bill run	\$ <u>0.01</u>
2. Printing, addressing and Mailing of individual correspondence	\$ <u>0.13</u>

Note: All of the above unit prices shall exclude the cost of postage.

PICKUP AND DELIVERY CHARGES:

<u>ITEM:</u>	<u>PRICE PER SERVICE:</u>
1. Pickup from the Water Authority's office	\$ <u>N/A</u>
2. Delivery to the Water Authority's office	\$ <u>Pass Thru</u>

CONSULTING SERVICE CHARGES:

<u>ITEM:</u>	<u>PRICE OF SERVICE:</u>
1. Initial programming of setup including all test prints	\$ <u>N/A already live</u>

	<u>PRICE PER HOUR:</u>
2. Programming of changes in design of bills or notices during term of contract	\$ <u>175.00</u>
3. Programming of changes to pre printed information on bills or notices during term of contract	\$ <u>175.00</u>
4. Other bill or notice programming changes (i.e. bill layout graphs, etc.)	\$ <u>175.00</u>

**PERCENTAGE PRICE INCREASE/
DECREASE FOR OPTIONAL THIRD
YEAR OF CONTRACT TERM:**

**PERCENTAGE:
Specify Whether
Increase or Decrease**

6% increase

Roxana Weil

Authorized signature for Bidder

Roxana Weil

Printed name of Signer

Non-Collusive Bidding Certification

Non-Collusive Bidding Certification Pursuant to Section 103-d of the General Municipal Law

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Dated: 11/30/2023

InfoSend, Inc.

Legal name of person, firm or
corporation

By: Rosana Weil

ACKNOWLEDGMENT

CORPORATE

STATE OF California)
)ss:
COUNTY OF Orange)

On the ___ day of _____, in the year 2023, before me personally came _____, to me known, who, being by me duly sworn, did depose and say: that he/she resides in Anaheim, in the County of Orange, State of California; and that he/she is the _____ of InfoSend, Inc., the corporation described in and which executed the above Non-Collusive Bidding Certification; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

See attached

INDIVIDUAL

STATE OF _____)
)ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above Non-Collusive Bidding Certification, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

N/A

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

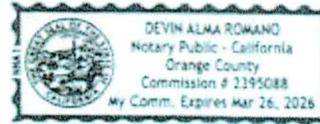
On 11/30/2023 before me, Devin Romano-Notary Public
(insert name and title of the officer)

personally appeared Roxana Rezai Weil
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Devin Alma Romano (Seal)



Resolution by Corporate Bidder

Resolution By Corporate Bidder

Resolved that Roxana Weil, EVP InfoSend, Inc.
(Name and title of Signatory and Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the following project:

Processing, printing and mailing of billing notices, reminder and/or termination notices and other correspondence for the Water Authority of Western Nassau County, and to include in such bid the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

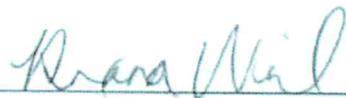
The foregoing is a true and correct copy of the resolution adopted by

InfoSend, Inc.

_____ at a meeting of its Board of

(Name of the Corporation)

Directors held on the 30th day of Nov., 2023.



(Secretary)

Contact Information Form

WATER AUTHORITY OF WESTERN NASSAU COUNTY

CONTACT INFORMATION FORM

Include below the name, address, telephone number, place of principal employment and occupation of all persons who will contact the Water Authority of Nassau County on behalf of the bidder (maximum of 10 individuals).

Name	Address	Telephone	Employer	Occupation
1. Russ Rezai	4240 E. La Palma Ave., Anaheim, CA 92807	800.955.9330	InfoSend, Inc.	President
2. Roxana Weil	4240 E. La Palma Ave., Anaheim, CA 92807	800.955.9330	InfoSend, Inc.	Executive Vice President
3. Russ Alberti	4240 E. La Palma Ave., Anaheim, CA 92807	800.955.9330 xt 240	InfoSend, Inc.	Vice President of Sales
4. Robert Crawford	4240 E. La Palma Ave., Anaheim, CA 92807	800.955.9330 xt 364	InfoSend, Inc.	Territory Sales Manager
5.				
6.				
7.				
8.				
9.				
10.				

Bid Preparation Disclosure

WATER AUTHORITY OF WESTERN NASSAU COUNTY
BID PREPARATION DISCLOSURE FORM

Include below the first and last names of all persons who participated in the preparation of this bid.

1. Russ Rezai - President
2. Roxana Weil - Executive Vice President
3. Russ Alberti - Vice President of Sales
4. Robert Crawford - Territory Sales Manager
5. Ishmael Baluyot - RFP Technical Writer
6. _____
7. _____
8. _____
9. _____
10. _____

Iranian Investment Certification

IRANIAN INVESTMENT ACTIVITIES CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (6) of subdivision 3 of section 165-a of the State Finance Law.

InfoSend, Inc.

Print Name of Individual or Corporate/LLC Bidder

By: Roxana Weil

Name: Roxana Weil

Title: EVP

Response to Bid Specifications

1. Bill Processing Services:

The Contractor shall laser print, from the Water Authority's electronic data transmission provided to the Contractor, up to 180,000 bills on an annual basis. The bills will be inserted into a dual window outer envelope along with a courtesy reply envelope. From time to time, Contractor will be required to insert a second page of billing information and/or separate bill inserts into the outer envelope. The Contractor will also be required to mail all bills and bill inserts to the customers of the Water Authority. The Contractor will be required to add to the Water Authority's customer bill the additional four (4) digit zip code suffix and will bar code all customer addresses prior to commencement of bill notice processing services or will have the capability of POSTNET bar-coding of all mail at time of mailing. The Contractor shall notify the Water Authority of any incorrect addresses supplied by the Water Authority via facsimile or electronic transmission.

InfoSend accepts this requirement and is currently providing the above services to the Water Authority.

2. Reminder and Termination Notice Processing Services:

The Contractor will laser print, from the Water Authority's electronic data transmission provided to the Contractor, approximately 50,000 Termination Notices on two sided paper with two color print (black and red) and Reminder Notices on two sided paper with two color print (black and blue) on an annual basis. The Reminder and/or Termination Notices will be inserted into a dual window outer envelope along with a courtesy reply envelope. The Contractor will be required to mail all Termination and/or Reminder Notices to the affected customers of the Water Authority. The Contractor will also be required to bar code all customer addresses prior to commencement of final termination notice processing services or will have the capability of POSTNET bar-coding of all mail at time of mailing.

InfoSend accepts this requirement.

3. Correspondence Processing Services:

The Contractor will laser print, insert, address and mail individual correspondence ("correspondence processing services") to customers of the Water Authority from the Water Authority's electronic data transmission provided to Contractor. The correspondence processing services will be on an as needed basis at the request of the Water Authority.

InfoSend accepts this requirement.

4. Test phase:

The Contractor will produce three (3) days of bill runs and three (3) days of final termination notice runs on a test basis. Such test phase will occur no less than thirty (30) days prior to the commencement of bill and final termination notice services. The bills and final termination notices produced during the test phase will not be mailed. The Contractor will present all test runs to the Water Authority for review and approval. Any deficiencies found will be immediately corrected by Contractor and a subsequent parallel test shall be run. The requirement for test runs may be waived in the sole discretion of the Water Authority

InfoSend accepts this requirement. Since the Water Authority is currently a client live on our platform, a test phase isn't required in order to continue service with InfoSend. Should the Water Authority desire a redesign of billing statements, InfoSend will provide detail on the development time required for the redesign including time allotted for testing and approval.

5. Consultation Services:

Contractor shall consult with the Water Authority for the design changes, programming, and transmission setup for the statement format during the test phase. Additional consultation services for future design changes shall be provided by Contractor on an as needed basis for the Water Authority during the term of this Agreement and any extension thereof.

InfoSend accepts this requirement and will continue the Water Authority's current process without changes. If the County would like to request design changes to any of its statement programs, InfoSend would be happy to do so.

The following describes InfoSend's design services and provides a sample bill.

InfoSend Document Design Services for Utilities

InfoSend's Account Managers are trained in the use of various graphic design tools which are leveraged to create your documents. The Account Manager assigned to this project will work with the client's project team to create outputs which meet the high standards expected by our clients. Wherever possible we will look to provide suggestions to improve the look, feel, readability, and/or response rate for your custom communications using our extensive experience in a wide-variety of industries. All of the graphic design work for your projects will be conducted in-house at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production, including:

- Grayscale and full-color laser printers
- Full-Color Inkjet printer
- High-capacity offline folding equipment
- High-capacity industrial cutting equipment
- Variable speed mail inserting equipment
- Proprietary and licensed software solutions for processing data, creating client outputs, maintaining USPS compliance
- Full compliance with any OCR, barcode or remittance specification, including lockbox testing with the delivery of production samples prior to Go-Live.

Often InfoSend will consult to provide clients with best practices and design options which leverage the data and printing technology to their fullest. InfoSend's design team can assist in making sure a utility statement has information hierarchy, use of color and white space and innovative graphics.

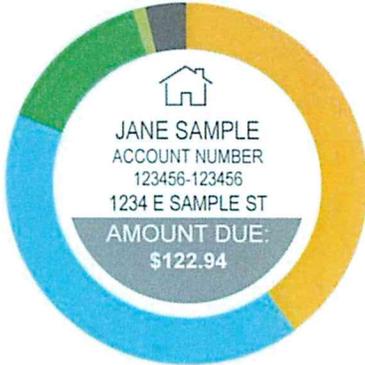
InfoSend provides document composition services for **hundreds of utilities nationwide**. Below is an example design which is using the latest in customer insights, preferences and printed output technology.

Front:

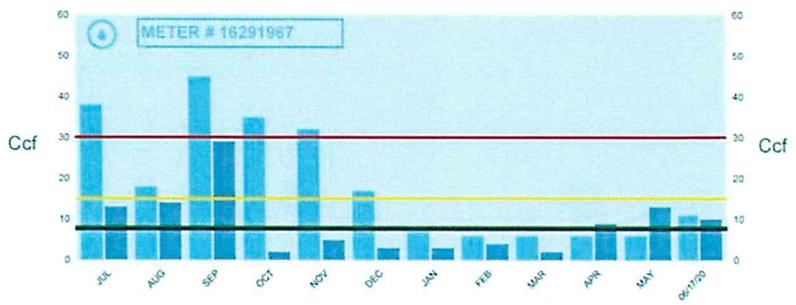


UTILITY SERVICES STATEMENT

Last Bill	Payments/Credits	Deposits	Adjustments	Balance Forward	Current Charges	Amount Due
\$138.43	-\$138.43	\$0.00	\$0.00	\$0.00	\$122.94	\$122.94
Bill Date	Service Period	Due Date				
06/18/20	05/19/20 to 06/17/20	07/08/20				



 SEWER \$49.29 Phone: 520-724-6609	 WATER \$50.28 Phone: 520-791-3242	 ENVIRON. SVC. \$17.58 Phone: 520-791-3171
 GREEN STORMWATER \$1.30	 MISCELLANEOUS \$4.49 Breakdown of charges on reverse	



CURRENT USAGE LAST YEAR USAGE Projected Next Read: 07/17/20	VOL 0-7 at \$2.07/Ccf VOL 8-15 at \$3.82/Ccf VOL 16-30 at \$8.39/Ccf VOL 31+ at \$12.93/Ccf Annual Residential AVG = 8 Ccf									
<table border="1"> <tr> <th>Cycle - Route</th> <th>Current Read</th> <th>Previous Read</th> <th>Usage (Ccf)</th> </tr> <tr> <td>13-53</td> <td>961</td> <td>951</td> <td>10</td> </tr> </table>	Cycle - Route	Current Read	Previous Read	Usage (Ccf)	13-53	961	951	10		
Cycle - Route	Current Read	Previous Read	Usage (Ccf)							
13-53	961	951	10							
<table border="1"> <tr> <th>Water Usage</th> <th>In Gallons</th> <th>In Ccfs (1 Ccf = 748 Gallons)</th> </tr> <tr> <td>Current Usage:</td> <td>7480</td> <td>10</td> </tr> <tr> <td>Last Year Usage:</td> <td>8228</td> <td>11</td> </tr> </table>	Water Usage	In Gallons	In Ccfs (1 Ccf = 748 Gallons)	Current Usage:	7480	10	Last Year Usage:	8228	11	
Water Usage	In Gallons	In Ccfs (1 Ccf = 748 Gallons)								
Current Usage:	7480	10								
Last Year Usage:	8228	11								

Please fold on perforation before tearing and return bottom portion with your payment.



UTILITY SERVICES STATEMENT
 PO BOX 27210
 TUCSON, AZ 85726-7210

Pay online at: www.tucsonaz.gov/pay-utility-bill
 Pay by phone: 520-791-3242
 Service Address: 1234 E SAMPLE ST

Addressee

TUA0618A 8581 1 AV 0.389
 7000009001 00.0033.0155 8581/1



JANE SAMPLE
 1234 E SAMPLE ST
 TUCSON AZ 85711-3802

Service Period	Due Date	Account Number
05/19/20 to 06/17/20	07/08/20	123456-123456
Optional Open Space/Riparian Donation	Amount Due	Amount Paid
<input type="checkbox"/> \$2.00	\$122.94	\$
<input type="checkbox"/> \$5.00		
<input type="checkbox"/> \$10.00		
<input type="checkbox"/> \$ _____		

Additional information on reverse

Please Make Checks Payable And Remit To



CITY OF TUCSON
 PO BOX 52771
 PHOENIX, AZ 85072-2771

000123405000678912000000342567

Back:

Billing Detail

	SERVICE FEE	\$13.00
	SEWER RESIDENTIAL VOL 10.00	\$36.29
	SEWER SUBTOTAL	\$49.29
	MONTHLY SERV CHRGR WA	\$16.33
	VOL 7.00 @ \$ 2.07 WA	\$14.49
	VOL 3.00 @ \$ 3.82 WA	\$11.46
	CAP CHARGE \$.70/CCF	\$7.00
	CONSRV FEE \$.10/CCF	\$1.00
	WATER SUBTOTAL	\$50.28
	GRNDWTR PROTECT FEE	\$1.13
	GARB 300 SHRD ALLEY	\$16.00
	RECYCLING SURCHARGE	\$0.45
	ENVIRONMENTAL SERVICES SUBTOTAL	\$17.58
	CITY SALES TAX	\$1.34
	STATE SALES TAX	\$3.15
	MISCELLANEOUS SUBTOTAL	\$4.49
	GRNSTRM FEES .13/CCF	\$1.30
	GREEN STORMWATER SUBTOTAL	\$1.30

CURRENT CHARGES

\$122.94

Your Water Provider is: TUCSON WATER

Questions?



Pima County
Regional Wastewater Reclamation Department
Phone: 520-724-6609
www.pima.gov/wastewaterreclamation



Tucson Water Customer Service:
Phone: 520-791-3242
Outside Tucson: 800-598-9449
www.tucsonaz.gov/water



City of Tucson Environmental Services: Phone:
520-791-3171
www.tucsonaz.gov/esd

MESSAGE CENTER

On June 17, a new payment system will require all customers who pay online or use auto-payment to establish a new account. There will be information posted on how to register and set up your new account. If you would like a reminder alert for June 17 by text or email, sign up at www.tucsonaz.gov/payutility. After June 17, you may go to the page to create your new account.

How to read your bill in English:
www.tucsonaz.gov/read-my-bill-english

Taxes are calculated based on the Water Subtotal.

Miscellaneous charges may include: city and state taxes, new water meter installation fees, delinquent fees, water turn-on charges, backflow prevention permit costs, plan reviews and revisions, and other applicable charges.

TERMS AND CONDITIONS

Due date applies to current charges ONLY . Any past due balance is due now. Please allow 7 days for payments to post to your account. A \$28.00 fee will be charged for any returned checks.

Pay your bill ONLINE for same day credit to your account at www.tucsonaz.gov/pay-utility-bill

Address Change If you have a change of mailing address, please check the box to the left and fill out the information below

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

For name change call Customer Service at (520) 791-3242

Your tax-deductible Open Space/Riparian donation will support the preservation of biologically rich open space lands and enhance urban waterways. Visit www.tucsonaz.gov/water/checkbox to learn more. Your optional donation will not affect your service fees.

6. Materials Provided by Contractor:

a. Paper: 8 1/2" x 11", 24 lb., white cut sheet paper, one up per sheet One horizontal perforation, 3 1/2" from the top Front will be blank. Back may be preprinted. The preprinted information on the back may be changed by the Water Authority on thirty (30) days written notice to Contractor.

InfoSend accepts this requirement.

b. Mailing Envelopes: #10 white, 24 lb. Dual windows No tint (See Sample Mailing Envelope in Addendum for details.)

InfoSend has priced envelopes in this bid response according to the Water Authority's specifications.

c. Return Envelopes: #9 white wove, 24 lb. One window Black print on face and rear No tint (See Sample Return Envelope in Addendum for details.)

InfoSend accepts this requirement and has priced envelopes in this bid response according to the Water Authority's specifications.

Contractor may request variances from the above requirements subject to approval by the Water Authority. Contractor must provide all paper, mailing envelopes and return envelopes necessary to perform the aforementioned services. All of the aforesaid paper and envelopes shall be recycled and have a minimum quality rating of 24lb. OCR bond. The paper, if approved by the department of environmental conservation as satisfying the requirements of subdivision two of Section 27-0717 of the environmental conservation law (hereinafter "ECL") and regulations promulgated thereto, must contain the official state recycling emblem established pursuant to the above-cited ECL provision, and if not, the paper must contain a printed statement which indicates the percentages of pre-consumer and post-consumer recycled material content.

InfoSend accepts this requirement and will continue to provide the Water Authority with materials that meet these requirements.

7. Message and Insert Management Transmission:

a. Contractor will have the ability to store and update the Water Authority's bill and notice messages via electronic forms as required by the Water Authority. Messages will be coded and delivered by the Water Authority's electronic data transmission provided to the Contractor and will be electronically maintained and logged by Contractor for retrieval during bill preparation. Contractor shall provide for separate messages to be placed on bills and notices segregated by geographic or other reasonable categories.

InfoSend meets this requirement with our Message Manager tool. This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Below you will find a list of all messages your company currently has pending:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENTS	Rate Change Notice	HtmlMessage	HTMLBox	2013-01-01	2013-02-28	Active	No	Rates are ...
STATEMENTS	Holiday Schedule	HtmlMessage	HTMLBox	2012-12-01	2012-12-31	Active	No	Please not...
STATEMENTS	Fall Marketing Message	HtmlMessage	HTMLBox	2012-10-01	2012-11-30	Active	No	This fall ...
STATEMENTS	New Community Center	HtmlMessage	HTMLBox	2012-08-01	2012-09-30	Active	No	Visit the ...
STATEMENTS	Revised Business Hours	HtmlMessage	HTMLBox	2012-06-01	2012-07-31	Active	No	Business h...

Add Message For:

File Type: STATEMENTS

Message Type: HtmlMessage - HTMLBox

Message Name: Online BillPay Raffle

Start Date (YYYY-MM-DD): 2013 : - 03 : - 01 :

End Date (YYYY-MM-DD): 2013 : - 04 : - 30 :

Accounts : (See Description Above):

Message:

Customers who are signed up for Online BillPay and have elected to go paperless will automatically be entered in a raffle. Enable paperless billing by May 14th to be eligible for the raffle. A customer will be selected at random and will win a \$400 gift card to Best Buy.

Test (Check this if this is a test message that should "NOT" be included on production jobs):

Next

b. Contractor will respond to any required change in bill or notice format or message change within ten (10) days, after notification by the Water Authority via facsimile or electronic transmission.

InfoSend accepts this requirement.

c. Contractor will include any bill or notice insert in mailings to the Water Authority's customers not more than forty-eight (48) hours after receipt of inserts from the Water Authority.

InfoSend meets this requirement with our Insert Management tool. The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference.

8. Processing Time:

a. Contractor will print bills and notices, including any required messages; prepare the bills and notices for mailing, including any insertion of inserts; and mail bills and notices by the next business day provided that billing and notice data is received by Contractor no later than 11:00 P.M. by electronic transmission. Data received after 11:00 P.M. will be considered to have arrived on the next business day.

InfoSend accepts this requirement.

b. The processing times provided above, shall be tolled, if there are any discrepancies in counts from the transmittal sheet provided to the Contractor, provided, however, that the Water Authority is notified, verbally and by facsimile or electronic transmission immediately after the discrepancies are discovered. If there are any discrepancies in counts from the transmittal sheet provided to the Contractor, no items shall be mailed by Contractor until it receives written notice of consent to proceed from the Water Authority.

InfoSend accepts this requirement.

Client Data Transfer and Format Integrity

InfoSend's production systems accept file submissions via secure FTP transfer, optionally with PGP or GPG file encryption, as well as via secure web upload, utilizing 256-bit or higher TLS. Partial, duplicate or corrupt file

uploads are detected, quarantined and InfoSend support personnel is notified. Once a file has successfully been transferred it is put through the following checks. If exceptions are found the client output is halted and personnel is notified to review and escalate as necessary:

File Level Validation and Job Code Assignment

- Verify file by naming convention or source to assign client value or file will halt.
- (Optional) Verify file is unique with MD5 hash check comparison to previous files or file will halt.
- If the document output is comprised of multiple input files, validation is run to ensure all supplemental files are present or file will halt.
- Once file level validation is complete, a unique InfoSend Job Code ID is created.

File Content Validation and Analysis

- A client document specific parsing program is run to validate the file format.
- All contents must adhere to known client specification or file will halt.
- A record count is generated and supplied to the client in advance of document composition.
- The data is scanned and all date values must be within a client defined threshold or the file will halt.
- Optionally, client-specific checks at the data level are defined and provided by InfoSend. For example, documents over a certain dollar value can cause a file to halt.

9. Quality and Accuracy:

a. Contractor agrees to an accuracy rate of 99.8% for name, address and content of messages as supplied by the Water Authority. Contractor will, at its expense, correct any mistakes, in the manner prescribed by the Water Authority.

InfoSend Quality Control

InfoSend has been in business since 1996, with the founders starting the business on the assumption that comprehensive process controls, quality and customer service can make a difference to organizations sending critical documents. Anyone can process and output a document using standard technology, but to do it well and defect free requires well-designed technology and controls. InfoSend's strength is in its well-designed tools, procedure, people and culture that demands high volume output with over **99.99966% accuracy**.

InfoSend's document output platform and manufacturing operations have been designed using Six Sigma guidelines for engineering the solution and service. InfoSend strives to achieve stable and predictable results while continually sustaining quality improvements across the entire organization. InfoSend seeks continuous improvement of the business process using the **DMAIC** methodology:

D - Define a problem or improvement opportunity.

M - Measure process performance.

A - Analyze the process to determine the root causes of poor performance; determine whether the process can be improved or should be redesigned.

I - Improve the process by attacking root causes.

C - Control the improved process to hold the gains.

Whenever defects which are not detected and remedied as part of standard procedure, the issue is logged and escalated to a **Quality Assurance Team** which will perform **Root Cause Analysis (RCA)**, perform remediation, and present a report to Executive Management.

Quality Control for Data Processing, Print, and Mail

InfoSend's Quality Control for Data Processing, Print and Mail are designed according to the following workflow, ensuring checks and balances throughout the process to eliminate the cause of defects in client output:

- 1. Client Data Transfer, Format Integrity and Job Code Assignment**
- 2. Document Composition, Address Integrity and Sequencing**

3. Print Operator Checks
4. Data/Print Quality Control & Staging
5. Manual Fulfillment
6. Bulk Mail Insertion and Checks
7. Daily SLA Checks

Automated 2D Barcode Accuracy System

InfoSend leverages an automated 2D barcode system, which ensures manufacturing accuracy of client output. Key Components include:

2D Barcode Scanner



2D Barcode System Monitor



Printing

Each document is printed with a unique 2D barcode on the address block, and this barcode is stored in the InfoSend database.

Scanning

A scanner checks every document as they are inserted on InfoSend inserting equipment. The envelope window is scanned and the documents are reconciled in real time with the original document print stream database, ensuring each mail pieces is accounted for.

Reconciling

The 2D barcode monitor provides real-time alerts for any out-of-sequence, missing, duplicate, misread or invalid document discrepancies during production. If a document is missing or jammed, it will be reproduced. The machine operator must signal a supervisor every single time there is an out of sequence error and receive sign-off on the resolution. InfoSend will not mail any batches which have unresolved errors (e.g. missing mail pieces).

b. Contractor agrees that the appearance of messages, billing information and addresses will be "best practice" and meet or exceed the expected standard business criteria format for placement, framing, folding, attachments and the quality of print, paper and envelopes.

InfoSend accepts this requirement.

c. Water Authority shall be notified by Contractor immediately upon discovery of any problem, of whatever nature, encountered during performance of bill and notice processing services and correspondence processing services. Notification shall be verbal and by facsimile or electronic transmission.

InfoSend accepts this requirement.

10. Daily Confirmations:

Contractor will provide a daily confirmation, by facsimile or electronic transmission, within twenty-four (24) hours of receipt of billing and notice data, of the number of bills and notices received for processing

and the number mailed to customers.

Data Processing, Print and Mail Reporting Highlights

InfoSend's Customer Communications Management (CCM) platform provides clients with the necessary reports to reconcile and receive updates throughout the Data Processing, Print, and Mail (DPPM) process. InfoSend standard reporting workflow is provided by default, and is able to provide certain reports in a variety of methods including text files, comma delimited files, HTML formatted reports, and in some cases PDFs.

All reports are available either through the InfoSend website and can also be emailed or transmitted via secure FTP. In addition, clients have the capability of assigning internal contacts that have permissions to access/receive reports.

File Transfer Acknowledgement Report

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count, and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.

Process Summary Report

The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML, or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices, and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example – addresses that could not be verified for delivery point validation can be listed at the end of this report.

Job Tracking Tool

The Job Tracker provides the current status of jobs as it progresses through InfoSend's data processing and print production departments. The Job Tracking tool contains details such as job type, number of component files that are contained within the job, file receipt timestamps, sample files that may be downloaded, and the status of printing/quality control/mail preparation. Once a file has been completed for mailing and mail pieces have been released to the USPS a timestamp of file completion confirmation will be provided. InfoSend provides a history of the past 100 jobs that were processed through the system.

Address Update Report

Address Updates including NCOALink hits or ACS updates are provided in InfoSend's reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML, or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend's clients can automate the process of loading updates into their customer information system.

11. Electronic Data Transfer:

a. Data will be provided electronically to Contractor from the Water Authority's computer. A transmittal

sheet will be forwarded concurrently by facsimile or electronic transmission outlining the total number of record counts by customer number and dollar totals.

InfoSend accepts this requirement.

b. The Water Authority will provide each day's data for processing of bills and notices to Contractor by 11:00 P.M. Monday through Friday.

InfoSend accepts this requirement.

12. Addendum:

See Addendum for samples of the following items:

1. Mailing Envelope
2. Return Envelope
3. Bill
4. Final Termination Notice
5. Reminder Notice

InfoSend has reviewed the Water Authority's materials requirements and accepts them without exception.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 5, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: mPower Contract
Software Maintenance for Outage Management System (OMS)
3/1/2025 – 2/28/2026

In May 2017, the Village was awarded \$300,000.00 from the Governor's Office of Storm Recovery (GOSR) to procure and install an Outage Management System. The Board awarded the contract to mPower Technologies, Inc., d/b/a mPower Innovations on August 7, 2017. This system requires annual operating system database administrative support, and support and update licensing for the various modules. In addition, we require Disaster Recovery Support Services. Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies. The contract period will run from March 1, 2025 to February 28, 2026. The total cost for these services is \$11,000.00. There was no increase in price. The cost dropped from \$14,000.00 as we will no longer be using the FiberPro software.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software maintenance and support services for OMS provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Michigan 49801 from March 1, 2025 to February 28, 2026, at a cost of \$11,000.00. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. The OMS services will be charged to Allocation Code 5003 (Budget lines A168004 542800 (33%), E7814990 578100 (34%), and WE93004 542800 (33%) Service Contract/Repairs Network).

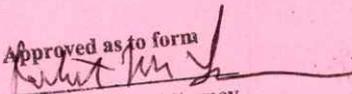


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on August 7, 2017, the Board awarded RFP #17-6-ELEC-417 Outage Management System to mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801; and

WHEREAS, on March 13, 2023, the Board approved the agreement for the software maintenance and support services provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$14,000.00 for a term from March 1, 2023 through February 29, 2024; and

WHEREAS, on February 5, 2024, the Board approved the agreement for the software maintenance and support services provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801, for a cost of \$14,000.00 for a term from March 1, 2024 through February 28, 2025; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules, and additional Disaster Recovery Support Services; and

WHEREAS, this is proprietary software and support cannot be bid to outside companies; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the software maintenance and support services for the Outage Management System and Condor Software provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801, for a cost of \$11,000.00 (a price decrease), for a term from March 1, 2025 to February 28, 2026; and

WHEREAS, the Outage Management System services will be charged to budget lines A168004 542800 (33%); E7814990 578100 (34%), and WE93004 542800 (33%) Service Contract/Repairs Network; and the Condor software maintenance services will be charged to account E 110000 WO #2454 - Power Plant Improvements; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the agreement for the software maintenance and support services provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801, for a cost of \$11,000.00, for a term from March 1, 2025 through February 28, 2026.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez

VOTING
VOTING

Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING

~~Deputy Village Attorney~~

~~Approved as to form~~

Approved as to form

Deputy Village Attorney

MPOWER TECHNOLOGIES, INC.
Iron Mountain, MI 49801
accounting@mpowerinnovations.com



INVOICE

BILL TO

Incorporated Village of
Freeport
46 N Ocean Ave
Freeport, NY 11520

INVOICE # 6036
DATE 01/30/2025
DUE DATE 03/01/2025
TERMS NET 30

SALES REP
JB

DESCRIPTION	QTY	RATE	AMOUNT
MPOWER OMS SOFTWARE ANNUAL MAINTENANCE (March 1, 2025 - Feb. 28 2026)	1	11,000.00	11,000.00
Annual FiberPro Software Maintenance cancelled 2025	0	3,000.00	0.00

REMIT PAYMENTS TO:
mPower Technologies, Inc.
c/o First Bank
P.O. Box 2317
Kingsford, MI 49802

SUBTOTAL 11,000.00
TAX (0%) 0.00
TOTAL 11,000.00
BALANCE DUE **\$11,000.00**

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities August 8, 2017

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of August 7, 2017:

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

WHEREAS, on June 23, 2017, the Village of Freeport received three responses to RFP #17-6-ELEC-417 Outage Management System; and,

WHEREAS, the lowest responsible and responsive proposal was submitted by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$225,637.00; and

WHEREAS, there are sufficient funds available for this expense as the Village was awarded \$300,000.00 to complete this project managed by the New York State Governor's Office of Storm Recovery (GOSR) – Funded Disaster Recovery; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to sign any documentation necessary to award the contract for "RFP for Outage Management System to mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$225,637.00.

The Clerk polled the Board as follows:

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

Copy to:

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

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, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 5, 2024:

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

WHEREAS, on August 7, 2017, the Board awarded RFP #17-6-ELEC-417 Outage Management System to mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801; and

WHEREAS, on March 13, 2023, the Board approved the agreement for the software maintenance and support services provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801 for a cost of \$14,000.00 for a term from March 1, 2023 through February 29, 2024; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules, and additional Disaster Recovery Support Services; and

WHEREAS, this is proprietary software and support cannot be bid to outside companies; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the software maintenance and support services for the Outage Management System and Condor Software provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801, for a cost of \$14,000.00 (no increase in price), for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, the Outage Management System services will be charged to budget lines A168004 542800 (33%); E7814990 578100 (34%), and WE93004 542800 (33%) Service Contract/Repairs Network; and the Condor software maintenance services will be charged to account E 110000 WO #2454 - Power Plant Improvements; 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 documentation necessary to effectuate the agreement for the software maintenance and support services provided by mPower Technologies, Inc., d/b/a mPower Innovations, 126 Woodward Avenue, Iron Mountain, Minnesota, 49801, for a cost of \$14,000.00 for a term from March 1, 2023 through February 29, 2024.

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

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
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: February 4, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Natural Gas Supply Services – Extension of Transaction Period

The Electric Department is requesting the extension of the natural gas supply services contract with Sequent Energy Management, LLC (formerly Sequent Energy Management, L.P.), 1200 Smith Street, Suite 900, Houston, Texas 77002. On May 16, 2011, the Board of Trustees approved a resolution to enter into a Base Contract for the Sale and Purchase of Natural Gas with Sequent. The base contract between Sequent and the Village included a delivery period through and including May 31, 2016. On May 23, 2016, the Board approved extending the contract through February 28, 2018. The Village issued a notice to bidders for Natural Gas Supply Services in 2018. On February 26, 2018, the Village awarded the natural gas supply contract to Sequent for a period of three years beginning March 1, 2018, with an option to extend the contract in incremental one-year terms. On February 8, 2021, the Board approved the contract extension from March 1, 2021 to February 28, 2022 and on January 10, 2022, the Board approved extending the contract until February 28, 2023. On February 27, 2023, the contract was further extended to February 29, 2024 and on February 5, 2024, the Board approved the contract extension until February 28, 2025.

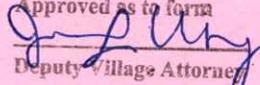
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the Ninth Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy Management, LLC, 1200 Smith Street, Suite 900, Houston, Texas 77002 that extends the contract period from March 1, 2025 through February 28, 2026. Expenses associated with this agreement will be charged to account E 7161006 510000 (Fuel Gas LM6000).


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

Cc Howard Colton, Village Attorney
Taylor D'Orta, Buyer

Approved as to form

Deputy Village Attorney

Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Alvin McDaniel, Comptroller

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

WHEREAS, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021; and

WHEREAS, on February 8, 2021, the Board of Trustees extended the contract for a term from March 1, 2021 to February 28, 2022 (the Fifth Amendment to the contract since 2011); and on January 10, 2022, the Board of Trustees extended the contract for a term from March 1, 2022 to February 28, 2023 (the Sixth Amendment); and on February 27, 2023, the Board of Trustees extended the contract for a term from March 1, 2023 to February 29, 2024 (the Seventh Amendment); on February 5, 2024, the Board of Trustees extended the contract for a term from March 1, 2024 to February 28, 2025 (the Eighth Amendment); and

WHEREAS, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and

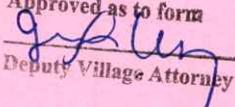
WHEREAS, the parties have agreed to extend the Delivery Period for an additional one year term ending February 28, 2026 (the Ninth Amendment to Base Contract for the Sale and Purchase of Natural Gas); and

WHEREAS, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the Ninth Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy. L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002, for a term running from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

**NINTH AMENDMENT TO
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

This Ninth Amendment (this "*Amendment*") to that certain Base Contract for the Sale and Purchase of Natural Gas, dated as of June 1, 2011, as amended by that First Amendment dated April 24, 2014, and as further amended by that Second Amendment dated June 12, 2014, and as further amended by that Third Amendment dated May 23, 2016, and as further amended by that Fourth Amendment dated February 28, 2018, and as further amended by that Fifth Amendment dated February 8, 2021, and as further amended by that Sixth Amendment dated January 21, 2022, and as further amended by that Seventh Amendment effective March 1, 2023, and as further amended by that Eighth Amendment effective March 1, 2024 (the "*Base Contract*"), by and between The Incorporated Village of Freeport, New York ("*Buyer*") and Sequent Energy Management LLC (formerly known as Sequent Energy Management, L.P.) ("*Seller*"), is entered into as of this ___ day of _____, 2025, and effective as of the 1st day of March, 2025 (the "*Effective Date*"). Capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Base Contract.

WHEREAS, Buyer and Seller have agreed to make certain modifications to extend the term of the Base Contract; and

WHEREAS, the Parties desire to amend the Base Contract pursuant to the terms and conditions of this Amendment in order to set forth their agreement with respect to the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

I. AMENDMENTS TO THE BASE CONTRACT

Section 15.18 The Base Contract is hereby amended by deleting Section 15.18 of Addendum A in its entirety and replacing it with the following:

"The term of this Agreement shall commence on March 1, 2025 and shall continue for twelve (12) months ending February 28, 2026 (the "Term"), unless earlier terminated pursuant to the provisions hereof. Upon mutual agreement of the parties, the Term may be extended for an additional one year period."

II. PROVISIONS APPLICABLE TO THIS AMENDMENT

- a. Governing Law. This Amendment shall be governed by the laws of the State of New York, without regard to its conflict of laws principles.
- b. Waiver. No waiver of any provision, breach or remedy under this Amendment shall be binding unless in writing and signed by the waiving Party. No waiver of any provision, breach or remedy under this Amendment shall be deemed to be or otherwise constitute a waiver of any other provision, breach or remedy under this Amendment (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- c. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall

constitute one and the same instrument. A facsimile or e-mail counterpart of this Amendment shall be sufficient to bind a Party to the same extent as an original.

- d. Prior Amendment. This Amendment supplements the Base Contract, but to the extent that any conflict exists between this Amendment and the Base Contract, this Amendment shall govern for all purposes. Except as herein specifically modified or amended, all terms, provisions, covenants and conditions of the Base Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers and effective as of the Effective Date.

SEQUENT ENERGY MANAGEMENT LLC

DocuSigned by:
By: Berney Aucoin
5325E8912A73448...
Name: Berney Aucoin
Title: Vice President

THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK

By: _____
Name: _____
Title: _____

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

DIRECTIVE

TO: Anthony Fiore, Superintendent of Electric Utilities May 17, 2011
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees Meeting of May 16, 2011:

Motion was made by Trustee White, seconded by Trustee Kennedy, and unanimously carried to adopt the following resolution:

WHEREAS, on March 31, 2011, the Incorporated Village of Freeport, Inc ("Village") issued a Notice of Request for Natural Gas Supply for Power Plant ("Solicitation"); and

WHEREAS, one bidder, Sequent Energy Management, submitted a timely proposal in response to the Solicitation; and

WHEREAS, the Village, Electric Department, Village Attorney Howard Colton, and Electric Department special independent counsel Duncan, Weinberg, Genzer & Pembroke, P.C., have reviewed Sequent's bid, and investigated the bidder's responsiveness and responsibility in accordance with the General Municipal Law; and

WHEREAS, our review of Sequent's proposal and investigation of Sequent's responsibility indicates that Sequent has the technical proficiency, qualifications, and financial resources to accomplish the requirements described in the Solicitation.

NOW, THEREFORE BE IT RESOLVED, the Village authorizes issuance of a notice of award to Sequent Energy Marketing, subject to the sole discretion of the Village to reject any modified contract term and/or condition; and

BE IT FURTHER RESOLVED, the Mayor of the Village is authorized to execute the contract upon satisfactory completion of negotiations; and

BE IT FURTHER RESOLVED, the Village Electric Department is authorized to enter into transactions under the contract, as necessary to meet the Electric Department's natural gas supply requirements after execution of the contract.

The Clerk polled the Board as follows:

Trustee White	In Favor
Trustee Martinez	In Favor
Trustee Pineyro	In Favor
Trustee Kennedy	In Favor
Mayor Hardwick	In Favor

Copy to:

Assessor

File

Purchasing

S/C

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

DIRECTIVE

TO: Anthony Fiore, Superintendent of Electric Utilities February 15, 2013
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees Meeting of February 11, 2013:

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

WHEREAS, on May 16, 2011, the Board of Trustees approved a resolution to award the bid for Natural Gas Supply Services for Power Plant – Bid #11-04-ELEC-169 to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002; and,

WHEREAS, the base contract between Sequent and the Village included a delivery period through and including May 31, 2013; and,

WHEREAS, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction for a period of one year; and,

WHEREAS, the parties have agreed to extend the Delivery Period through May 31, 2014; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the stipulated agreement with Sequent Energy, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 extending the natural gas services contract delivery period from June 1, 2013 to May 31, 2014.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee White	In Favor
Trustee Piñeyro	In Favor
Trustee Kennedy	In Favor
Mayor Hardwick	In Favor

Copy to:

<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Purchasing
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> Electric Utili.	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Claims Examiner	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Deputy Village Clerk
<input checked="" type="checkbox"/> Comm. Dev.	<input type="checkbox"/> Publicity	<input checked="" type="checkbox"/> Comptroller
<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Personnel	<input type="checkbox"/> Board & Comm.
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Tourism	<input checked="" type="checkbox"/> Deputy Treasurer
<input checked="" type="checkbox"/> Rec. Center	<input checked="" type="checkbox"/> Auditor	

SK

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

DIRECTIVE

TO: Anthony Fiore, Superintendent of Electric Utilities April 10, 2014
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees' Meeting of April 7, 2014:

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

WHEREAS, on March 31, 2011, the Village issued a Notice of Request for Natural Gas Supply for Power Plant; and

WHEREAS, since that time the Village has utilized Sequent Energy Management L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for the provision of natural gas; and

WHEREAS, the cost of this service will be charged to E7161006 510000 (Engine Fuel - Gas); and

WHEREAS, the Superintendent of Electric Utilities recommends that the Village enter into an two (2) year professional services contract with an optional extension year with Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 starting June 1, 2014; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate this agreement.

The Clerk polled the Board as follows:

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

Copy to:

X Auditor _____ Court _____ Purchasing _____
_____ Assessor X File _____ Registrar _____
X Attorney _____ Fire Dept. _____ Rec. Center _____
_____ Bldg. Dept. X Electric Utili. X Treasurer _____
_____ Board & Comm. X Personnel _____ Deputy Treasurer _____
_____ Claims Examiner _____ Police Dept. _____ Deputy Village Clerk _____
_____ Comm. Dev. _____ Publicity _____
_____ Comptroller _____ Public Works _____

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 24, 2016
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 23, 2016:

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

WHEREAS, on April 7, 2014, the Board of Trustees approved an agreement for the Sale and Purchase of Natural Gas with Sequent Energy Management L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002; and

WHEREAS, the base contract included a delivery period through and including May 31, 2016, with an agreement to extend the contract for one year;

WHEREAS, in order have all contracts run concurrently with the Village's fiscal calendar, ending the last day of each February, the Superintendent of Electric is requesting that the contract be extended to February 28, 2018, a request that Sequent has agreed to;

WHEREAS, the cost of this service will be charged to E7161006 510000 (Engine Fuel - Gas): and

WHEREAS, the Superintendent of Electric Utilities recommends that the Village enter into an extension of the professional services contract with Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 ending February 28, 2018; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate this agreement.

The Clerk polled the Board as follows:

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

Copy to:

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

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 27, 2018
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 26, 2018:

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

WHEREAS, the Village went to bid for contracts to supply natural gas to all Village buildings with the exception of the Electric Utility; and

WHEREAS, fifteen (15) bids were picked up and one (1) proposal was received at the time of the bid opening on February 13, 2018; and

WHEREAS, the vendor, Sequent Energy Management, 1200 Smith Street, Suite 900, Houston, Texas, 77002, submitted a proposal which carried exceptions that were acceptable to the Village;

WHEREAS, all energy usage will be charged to the ordering department's "Fuel Oil" budget line E7161006 510000 (Fuel Gas LM6000) as needed;

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to award the contract for the Municipal Natural Gas supply to Sequent Energy Management, 1200 Smith Street, Suite 900, Houston, Texas, 77002 for a period three year period beginning March 1, 2018, with a mutually agreeable option to extend the contract in incremental one (1) year terms.

The Clerk polled the Board as follows:

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

Copy to:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Electric Utili.	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Deputy Treasurer
<input checked="" type="checkbox"/> Claims Examiner	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Deputy Village Clerk
<input type="checkbox"/> Comm. Dev.	<input checked="" type="checkbox"/> Publicity	

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DIRECTIVE

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

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

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

WHEREAS, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021; and,

WHEREAS, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and,

WHEREAS, the parties have agreed to extend the Delivery Period for an additional one year term ending February 28, 2022; and

WHEREAS, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000) and there are sufficient funds to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the extension of the contract for Natural Gas Supply Services with Sequent Energy. L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a term running from March 1, 2021 to February 28, 2022.

The Clerk polled the Board as follows:

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

cc:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Electric Utilities	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Dep. Treasurer
<input checked="" type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Dep. V. Clerk

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021

WHEREAS, on February 8, 2021, the Board of Trustees extended the contract for a term from March 1, 2021 to February 28, 2022 (the Fifth Amendment to the contract since 2011); and

WHEREAS, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and

WHEREAS, the parties have agreed to extend the Delivery Period for an additional one year term ending February 28, 2023 (the Sixth Amendment to Base Contract for the Sale and Purchase of Natural Gas); and

WHEREAS, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000) and there are sufficient funds to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the Sixth Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy. L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a term running from March 1, 2022 to 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:

<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

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DIRECTIVE

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

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

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

WHEREAS, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021.

WHEREAS, on February 8, 2021, the Board of Trustees extended the contract for a term from March 1, 2021 to February 28, 2022 (the Fifth Amendment to the contract since 2011); and on January 10, 2022, the Board of Trustees extended the contract for a term from March 1, 2022 to February 28, 2023 (the Sixth Amendment); and

WHEREAS, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and

WHEREAS, the parties have agreed to extend the Delivery Period for an additional one year term ending February 29, 2024 (the Seventh Amendment to Base Contract for the Sale and Purchase of Natural Gas); and

WHEREAS, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000) and there are sufficient funds to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the Seventh Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a term running from March 1, 2023 to February 29, 2024.

The Clerk polled the Board as follows:

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

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 5, 2024:

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

WHEREAS, on February 26, 2018, the Board of Trustees awarded the contract for Natural Gas Supply Services to Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002 for a three year term running from March 1, 2018 to February 28, 2021; and

WHEREAS, on February 8, 2021, the Board of Trustees extended the contract for a term from March 1, 2021 to February 28, 2022 (the Fifth Amendment to the contract since 2011); and on January 10, 2022, the Board of Trustees extended the contract for a term from March 1, 2022 to February 28, 2023 (the Sixth Amendment); and on February 27, 2023, the Board of Trustees extended the contract for a term from March 1, 2023 to February 29, 2024 (the Seventh Amendment); and

WHEREAS, per the terms of the agreement with Sequent, the parties may mutually agree to extend the Delivery Period of the Transaction in incremental one (1) year terms; and

WHEREAS, the parties have agreed to extend the Delivery Period for an additional one year term ending February 28, 2025 (the Eighth Amendment to Base Contract for the Sale and Purchase of Natural Gas); and

WHEREAS, this purchase will be charged to E 7161006 510000 (Fuel Gas LM6000); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees approve the Eighth Amendment to Base Contract for Sale and Purchase of Natural Gas with Sequent Energy. L.P., 1200 Smith Street, Suite 900, Houston, Texas 77002, for a term running from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

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

Mayor Kennedy

In Favor

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 12, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Subscription – AutoCAD

The Electric Department is requesting permission to renew its subscription for AutoCAD. This subscription will be for a period of three years for three single licenses. This software is required to draft and maintain critical circuit maps as well as equipment and fiber optic drawings throughout the Power Plants, Substations and Village Electrical System. Attached for your review are three quotes for this subscription. The lowest quote was submitted by Novedge, LLC at a cost of \$16,440.00 (\$5,480.00/year).

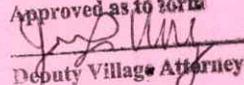
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the three-year subscription for AutoCAD to be purchased from Novedge LLC, 2001 Addison St., Suite 300, Berkeley, CA 94704 for a cost of \$16,440.00 and that the Mayor be authorized to sign any and all documents associated with this subscription service. Our current subscription terminates on March 20, 2025. The new subscription will run from March 21, 2025 through March 20, 2028. The cost of this service will be charged to E 7815630 578100 (IT Contracts/Electric). There are sufficient funds available for this expense.


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Electric Utility is requesting to renew its subscription for AutoCAD, which is required to maintain the maps and databases for the Village's Outage Management System; and

WHEREAS, three quotes were sought for this software, and the lowest was submitted by Novedge, LLC, 2288 Fulton Street, Suite 307 Berkeley, CA 94704, for a cost of \$16,440.00 (\$5,480.00/year); and

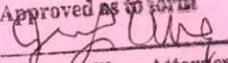
WHEREAS, this subscription will be for a period of three years, running from March 21, 2025 through March 20, 2028; and

WHEREAS, the cost of this service will be charged to E 7815630 578100 (IT Contracts/Electric) and there are sufficient funds to cover this expenditure; and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Superintendent of Electric Utilities, the Board approves that the Mayor be is hereby authorized to execute any and all documentation necessary to approve the contract of AutoCAD 3-year Subscription with Novedge, LLC, 2288 Fulton Street, Suite 307 Berkeley, CA 94704, for a cost of \$16,440.00 for a three (3) year period running from March 21, 2025 through March 20, 2028.

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 January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Electric Utility is requesting to renew its subscription for AutoCAD, which is required to maintain the maps and databases for the Village's Outage Management System; and

WHEREAS, three quotes were sought for this software, and the lowest was submitted by Novedge, LLC, 2288 Fulton Street, Suite 307 Berkeley, CA 94704 for a cost of \$12,810.00; and

WHEREAS, this subscription will be for a period of three years, running from March 21, 2022 through March 20, 2025; and

WHEREAS, the cost of this service will be charged to E 7815630 578100 (IT Contracts/Electric) and there are sufficient funds to cover this expenditure; and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to enter into a contract for a three year subscription to the AutoCAD software with Novedge, LLC, 2288 Fulton Street, Suite 307 Berkeley, CA 94704 for a cost of \$12,810.00 for a three year period running from March 21, 2022 through March 20, 2025.

The Clerk polled the Board as follows:

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

cc:

<u>X</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
Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	



Quote #D13270
Created : Jan 24, 2025
Valid Until: Mar 6, 2025

SHIPPING ADDRESS

Al Livingston
Incorporated Village Of Freeport
220 W Sunrise Highway
Freeport NY 11520
United States
Tel. 5163772204

CUSTOMER

Al Livingston
Incorporated Village Of Freeport
220 W Sunrise Highway
Freeport NY 11520
United States

PAYMENT

Pay online

ITEMS

PRICE

QTY

ITEM TOTAL

	AutoCAD - including specialized toolsets Government Single-user 3-Year Subscription Renewal Contract: 110002552235 Exp: 03/20/2025 PoP: 3/21/2025 through 3/20/2028			
	AutoCAD - including specialized toolsets Government Single-user 3-Year Subscription Renewal Contract: 110002552235 Exp: 03/20/2025 PoP: 3/21/2025 through 3/20/2028 SKU: 17558	\$5,480.00	3	\$16,440.00

Subtotal \$16,440.00

Shipping \$0.00

TOTAL (USD) \$16,440.00

Thank you for shopping with us!

NOVEDGE

2001 Addison St. Suite 300, Berkeley, CA, 94704, United States
info@novedge.com
novedge.com



Hagerman & Company, Inc.
 P.O. Box 139
 505 Sunset Court
 Mt Zion, IL 62549
 (217) 864-2326

Autodesk Subscription

Confidential
 #Q119421
 01/24/2025

Bill To
 Freeport Electric Department
 46 North Ocean
 Freeport, NY 11520

Ship To
 Freeport Electric Department
 46 North Ocean
 Freeport, NY 11520

TOTAL
\$18,255.00
Expires: 02/23/2025

Payment Terms:

Special
 Autodesk Terms and Conditions Apply

Qty	Item	Rate	Amount
-----	------	------	--------

Budgetary Proposal: The following pricing is for budgetary purposes only. The prices quoted below are subject to change without notice.

Autodesk Subscription

3	AutoCAD - including specialized toolsets 3 year New -- Preferred Start Date 03/20/2025 (Note: Maximum delayed start is 30-days) -- Autodesk quote to be sent on or after 02/21/2025	\$6,085.00	\$18,255.00
1	Hagerman Essential Support – includes CAD installation and activation technical support. Access to the Hagerman Hub which includes member-exclusive update training and tutorials, Hagerman application utilities, webcast recordings, online user group events, and solutions to common application support issues. <i>Included at no additional cost</i>	\$0.00	\$0.00

Subtotal	\$18,255.00
Shipping Cost	
Tax (0%)	\$0.00
Total	\$18,255.00



Hagerman & Company, Inc.
P.O. Box 139
505 Sunset Court
Mt Zion, IL 62549
(217) 864-2326

Autodesk Subscription

Confidential
#Q119421

Notes:

- Autodesk Subscription pricing is included for informational purposes only. Official pricing including any applicable sales tax will be provided by Autodesk via a quote accessible in your Autodesk portal. Hagerman will initiate this quote at your request. Autodesk Subscription must be purchased directly from Autodesk using this quote, which will reference Hagerman as your Autodesk partner. Autodesk Terms and Conditions apply

- Any Services and Non-Autodesk products quoted above are available for purchase directly from Hagerman & Company. Hagerman Terms & Conditions and pertinent sales tax apply.

- Hagerman support, installation, consulting and training services may be quoted upon request. For training classes, visit: <http://www.hagerman.com/training/>

- Purchase of Autodesk Software includes Hagerman 30-Day Quick Start Technical Phone Support @ no additional charge -For Autodesk products only (excluding Vault) -Begins at date first support call is received

Confidential:

The information contained in this documents is confidential, only for the intended recipient and may not be used, published or redistributed without the prior written consent of Hagerman and Company except as required by law or court order.



Prepared by **Microsol Resources**

Autodesk, Inc.
The Landmark @ One Market
1 Market Street, Suite 400
San Francisco, CA 94105 USA
TAX ID #: 94-2819853

Quote # Q-461308

Issued: Jan 24, 2025
Expires: Feb 23, 2025
Account CSN: 5502244011

Customer details

Nick Nugent
nnugent@freoportelectric.com
+15163772204

Freeport Electric
220 W Sunrise Hwy
Freeport, NY 11520-3352 United States

Solution provider

Tom Schwarzweller
tschwarzweller@microsolresources.com
+18605107402

Microsol Resources
214 W 29th St Rm 1100,
New York, NY 10001-5298 United States

New subscriptions



AutoCAD - including specialized toolsets | Annual, Commercial, Standard

Quantity	3
Unit price	\$2,030.00
Extended price	\$6,090.00
Price	\$6,090.00
Jan 27, 2025 - Jan 26, 2026	

Quote summary

Subtotal	\$6,090.00
Estimated tax	\$525.27
Total	\$6,615.27

This is not an invoice. Do not pay until you place an order.
To order, click Buy and follow the steps to submit. Once submitted, an order confirmation email will be sent, followed by relevant finance and payment documents.

[Buy](#)

Need to set up Autodesk as a vendor? [Find region-specific vendor forms](#) and other helpful information.

Additional details

Admin for new subscriptions only: Nick Nugent (nnugent@freeporthelectric.com) will be the admin responsible for managing users and providing product access. This admin can reassign the admin in Autodesk account after the order is submitted.

Terms and conditions

Prices displayed in this quote are valid until the expiration date indicated above and include estimated VAT or sales tax which are subject to change until Your location information has been entered and the order has been submitted. You will be able to review your order for final total price including VAT or sales tax before submitting the order. Payment terms displayed in this quote, if any, are subject to Autodesk credit approval.

The items specified in this quote are being purchased from Autodesk. The Partner identified in this quote, if any, is a commercial agent and a facilitator only, and no representations or warranties made by the Partner will apply to the order. Autodesk Partners may receive compensation or other incentives in relation to this transaction.

All orders submitted in relation to this quote are subject to the [Online Purchase Terms](#) and the other special terms and conditions specified above (if any) will apply to the order. No other terms and conditions contained in any purchase order or documentation issued by You will bind the parties. By submitting an order You agree that Your subscriptions will auto-renew in accordance with the [Auto-Renewal Terms](#).

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 14, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Emergency - Additional Scope of Work for 138,000 Volt Transformer Tap Changers

Substation 4F is used to supply the Village with electricity. On October 21, 2024, the Board awarded the 4-F Substation tap changer maintenance contract to Reinhausen Manufacturing, Inc. The Reinhausen technicians were on site in January to perform the approved maintenance and they discovered additional scope of work that must be completed as soon as possible. This scope of work includes upgrading the monitoring system, replacing selector moving and stationary contacts, replacing the collector rings, bypass assemblies, and drive boss, and completing other vital tasks. This maintenance must be done as soon as possible. This scope of work will be required for both transformer tap changers and the cost for this scope of work is \$279,645.00. Please note that this scope of work is different from the tap changer maintenance approved by the Board in October 2024 and will be charged to a different account - 2024D BAN.

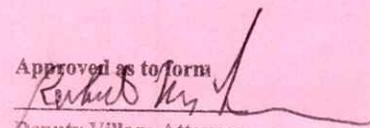
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the emergency 4-F substation tap changer maintenance to be completed by Reinhausen Manufacturing, Inc., 2549 North 9th Avenue, Humboldt, TN, 38343 for a cost of \$279,645.00. This expense will be charged to E 110000 WO #2529 – 2024D BAN \$9.5 million. There are sufficient funds available for this expense.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on October 21, 2024, the Board awarded the “Substation Tap Changer Maintenance”, RFP #24-09-ELEC-713, to Reinhausen Manufacturing, Inc., 2549 North 9th Avenue, Humboldt, TN, 38343, for a cost of \$88,956.96 plus any related shipping costs; and

WHEREAS, the Reinhausen Technicians were on site in January to perform the approved maintenance and they discovered additional scope of work that must be completed as soon as possible; and

WHEREAS, this scope of work includes upgrading the monitoring system, replacing selector moving and stationary contacts, replacing the collector rings, bypass assemblies, and drive boss, and completing other vital tasks; and

WHEREAS, this scope of work will be required for both transformer tap changers;

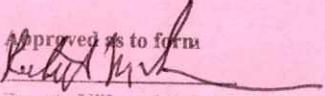
WHEREAS, the cost for this emergency maintenance work with Reinhausen Manufacturing, Inc., 2549 North 9th Avenue, Humboldt, TN, 38343, is \$279,645.00; and

WHEREAS, this expense will be charged to E 110000 WO #2529 – 2024D BAN \$9.5 million and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign all documents necessary for the emergency maintenance work for the “Substation Tap Changer Maintenance”, RFP #24-09-ELEC-713, with Reinhausen Manufacturing, Inc., 2549 North 9th Avenue, Humboldt, TN, 38343, for a cost of \$279,645.00, retroactive to February 6, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Eric Rosmarin, Superintendent of Electric Utilities October 22, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 21, 2024:

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

WHEREAS, on September 9, 2024, the Board authorized the Village Clerk to advertise a Notice for Request for Proposals for the "Substation Tap Changer Maintenance", RFP #24-09-ELEC-713; and

WHEREAS, the Village received two (2) proposals by the return date on September 27, 2024; and

WHEREAS, the proposals ranged from a high of \$107,959.00 to a low \$88,956.96; and

WHEREAS, the lowest responsive and responsible proposal was submitted by Reinhausen Manufacturing, Inc., 2549 North 9th Avenue, Humboldt, TN, 38343, for a cost of \$88,956.96 plus any related shipping costs; and

WHEREAS, this expense will be charged to E7323000 573000 and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign all documents necessary to award the "Substation Tap Changer Maintenance", RFP #24-09-ELEC-713, to Reinhausen Manufacturing, Inc., 2549 North 9th Avenue, Humboldt, TN, 38343, for a cost of \$88,956.96 plus any related shipping costs.

The Clerk polled the Board as follows:

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

cc:

Purchase Request Justification

2/6/2025

VENDOR: Reinhausen Manufacturing, Inc.
 2549 North 9th Avenue
 Humbolt, TN 38343
 Anthony Welborn

PHONE: 731-571-0184

Send PO to: D.Utley@us.reinhausen.com
C.Lowery@us.reinhausen.com

A.Welborn@us.reinhausen.com

Quantity	Amount	Item #	Code	Description	
1	\$279,645.00	Quote: 10003157-00	E7323000	Emergency replacement of selector/reversing moving/stationary contacts	\$279,645.00
					\$0.00
TOTAL					\$279,645.00

Ship To: Freeport Electric, Power Plant # 2
 289 Buffalo Ave.
 Freeport, N.Y. 11520

Justification:
 Maintenance needed for 138,000 volt transformer tap changers. Reinhausen is the OEM. This is one of two primary electrical feeds to the IVF. See quote and inspection report.



Reinhausen Manufacturing Inc. / 2549 North 9th Avenue / Humboldt TN 38343

Freeport Electric
46 North Ocean Avenue
Freeport NY 11520

Offer	10003157-00
Contact person	Jeffrey Throckmorton
Email	J.Throckmorton@us.reinhausen.com
Phone	
Your inquiry	RMV rebuild for freeport electric
Date of inquiry	01/28/2025
Your reference	RMV rebuild for freeport electric
Project	RMV rebuild for freeport electric
Your Cust. No.	795188
Date	01/31/2025

REINHAUSEN MANUFACTURING (RM) proposes to provide for this project, all non-union labor crew, and equipment necessary to perform the services according to the details contained in the work scope. This offer does include prevailing wages per Nassau County Substation code 492095 as of September 2024.

RM General Responsibilities:

- Provide two (2) OSHA 30 certified transformer technicians.
- Provide one (2) OSHA 30 certified LTC technician.
- Provide service truck with tools, ladder, safety equipment, etc.
- Provide oil sample kits.
- Provide replacement LTC components listed in this offer.
- Provide detailed service report within two (2) weeks of project closure.

Scope of Work:

- Mobilize crew and equipment to Substation.
- Perform pre-job brief to identify hazards and proper isolation, switching, and grounding.
- Stage equipment,
- Obtain oil sample from RMV for overall quality and DGA
- Drain LTC oil into clean oil totes
- Perform the following:
 - Scope of work for C011591 & C011592:
 1. Perform OLTC inspection.
 2. Complete the monitoring system upgrade work from RM order # 20583839 (Your PO # 20254115-00)
 3. Replace the selector moving and stationary contacts
 4. Replace the reversing moving and stationary contacts



5. Replace the collector rings
 6. Replace the bypass assemblies
 7. Replace the drive boss
 8. The following will also be performed (customer must provide control power):
 - Monitoring system operation (tripping test)
 - Electrical limit verification
 - Mechanical limit operation
 - Contact engagement.
 - Correct operation of vacuum interrupter assembly
- De-gas oil from RMV at 28GPM @ 65C for three times nameplate value
 - Fill RMV with processed oil, and circulate one time nameplate value
 - Obtain oil samples for overall quality and DGA
 - Clean work area
 - Final walkdown with customer
 - Mobilize from site

Customer Responsibilities:

Prior to the acceptance of a purchase order, the purchaser shall provide a Silicone and PCB report, showing PPM concentration. This report shall be dated within the preceding ninety (90) days of the PO date, with the following considerations:

- Silicone concentration levels greater than 0 or ND will result in purchase order rejection, as RM will not be able to complete the work
- PCB concentration levels greater than 49PPM will result in purchase order rejection, as RM will not be able to complete the work
- PCB concentration levels between 1-49PPM will result in additional decontamination charges and customer responsibilities:
 - Waste drums and new "flush" oil for RM processing equipment.
 - One (1) complete set of replacement filters for RM processing equipment
 - Labor hours for decontamination
 - Customer will dispose of all PCB contaminated waste.
 - Customer will allow the decontamination process on their property, prior to final demobilization.
- Establish productive relationship with RM for a successful project.
- Provide and handle the purchasing of oil and its transportation.
- Provide scaffolding around both transformers to complete work
- Provide clear and easy access to the transformer.
- Remove any iso-phase, Deluge Fire System or structure that obstructs scope of work prior to the arrival/start-time of the RM Crew.
- De-energize any overhead lines if needed by open switches on both ends, lock/tag-out and provide visible grounds prior to the arrival/start-time of the RM Crew.
- Provide all manuals, one-line drawing, wiring schematics and control drawings.
- Provide onsite assistance for full time during project.
- Provide communication and sanitation facilities.
- Any remote-control wiring, equipment installation, testing and commissioning back to any control house/dispatch or other is customer s responsibility.
- Provide drum and disposal of all waste, flush and scum oil generated in execution of the project



Notes:

1. Pricing does include prevailing wages per Nassau County Substation code 492095 as of September 2024.
2. Pricing does not include the hauling of or providing of any oil.
3. Working Max 12 hours per day.
4. Pricing does NOT include other Site visits for Specific Safety Training. If there are any other specific requirements, please forward and we can review. (If required an additional cost adder can be provided).
5. Pricing does NOT include any unscheduled Delays beyond the control of RM, including weather, and/or any other issues impacting the schedule. (The additional cost will be billed as time and expense).
6. RM or its contractors are not responsible for any underground utilities, driveways, landscapes, curbing and asphalt parking lots. Equipment is very heavy and may damage these areas. RM recommends the appropriate surveys be performed prior to start of work.
7. Pricing does not include Start-Up/Energization activities. Pricing can be provided upon formal request.
8. Any site improvements such as gravel and temporary fence removal and security modifications are assumed to be the responsibility of the owner/customer.
9. Any special customer required site specific safety related equipment or clothing will be invoiced to the customer at cost plus 15%.

Pricing is for RMV services and monitoring systems upgrade on two (2) transformers with one (1) mobilization. Any additional mobilization will be at additional costs to the customer.

Item 10 EXPENSES - FLAT 1.00 LE

Note sales

Expenses prices are calculated based on the normal duration of the works according the scope of work. If additional time is needed for extra activities such as safety training, special labor or weather delays, additional expenses would be charged at the correspondent daily rates.

Item 20 SERVICE - FLAT 1.00 LE

General

Service type
 Number of employees
 Number of days for the service
 of which Saturday
 of which Sunday/holiday
 of which rest days
 Production resources / tools
 Note sales

Transformer services
 2
 7 Day(s)
 0 Day(s)
 0 Day(s)
 0 Day(s)
 Trailer oil processor
 Depending upon the findings of the technician, a return trip may be necessary in order to correct any issues which may be discovered. A return trip would be billed to the customer at the applicable rate. (Per RM Rate Sheet).

Prices do not include Special Labor or Site



wo we can we can review and revise the offer accordingly (if needed).

Extra time, such as Safety Training or Special Customer Requirements will be billed at the appropriate crew and equipment rates. Delays beyond the control of RM, including weather, will be billed at appropriate crew and equipment rates.

Item 30 **Purchase order Service Subcon** **1.00 LE**

Item 40 **SERVICE - FLAT MRC011591** **1.00 LE**

Equipment Description: Set RMV-II-1500

General

Service type
Number of employees
Number of days for the service
of which Saturday
of which Sunday/holiday
of which rest days
Country key
Location
Note sales

Repair
2
3 Day(s)
0 Day(s)
0 Day(s)
0 Day(s)
US
FREEPORT

Depending upon the findings of the technician, a return trip may be necessary in order to correct any issues which may be discovered. A return trip would be billed to the customer at the applicable rate. (Per RM Rate Sheet).

Prices do not include Special Labor or Site Specific Safety Rules or Special Customer Requirements for this type of work. If there are specific requirements, please let us know wo we can we can review and revise the offer accordingly (if needed).

Extra time, such as Safety Training or Special Customer Requirements will be billed at the appropriate crew and equipment rates. Delays beyond the control of RM, including weather, will be billed at appropriate crew and equipment rates.

Item 50 **SERVICE - FLAT MRC011592** **1.00 LE**

Equipment Description: Set RMV-II-1500

General

Service type
Number of employees
Number of days for the service

Repair
2
3 Day(s)



Country key
Location
Note sales

US
FREEPORT

Depending upon the findings of the technician, a return trip may be necessary in order to correct any issues which may be discovered. A return trip would be billed to the customer at the applicable rate. (Per RM Rate Sheet).

Prices do not include Special Labor or Site Specific Safety Rules or Special Customer Requirements for this type of work. If there are specific requirements, please let us know so we can review and revise the offer accordingly (if needed).

Extra time, such as Safety Training or Special Customer Requirements will be billed at the appropriate crew and equipment rates. Delays beyond the control of RM, including weather, will be billed at appropriate crew and equipment rates.

Item 60 Vac & bypass 1500A w/o bus bar 3 ST

General

Corresponding message	000300625189
Corresponding equipment number	MRC011591
Corresponding product	VACUTAP® RMV-II
Component assembly, detail	Vacuum & bypass 1500A w/o bus bar

Item 70 Vac & bypass 1500A w/o bus bar 3 ST

General

Corresponding message	000300625189
Corresponding equipment number	MRC011592
Corresponding product	VACUTAP® RMV-II
Component assembly, detail	Vacuum & bypass 1500A w/o bus bar

Item 80 SERVICE MATERIAL FOR OLTC MRC011591 1 ST

INCLUDES THE FOLLOWING:

- 6 PCS CHANGE-OVER/TAP SELECTOR CONTACT, ASS.
- 3 PCS CHANGE-OVER/TAP SELECTOR CONTACT, ASS.
- 54 PCS FIXED SELECTOR CONTACT
- 6 PCS FIXED CHANGE- OV. SEL. CONT.
- 3 PCS CURRENT TAKE-OFF-RING WITH 4 HOLES
- 3 PCS CURRENT COLLECTING RING BROAD 4 HOLES
- 3 PCS CURRENT TAKE-OFF-RING WITH 5 HOLES

Equipment Description: Set RMV-II-1500

General



Rated through current
Highest voltage for equipment
Number of phases for transformer(s)
Type of Motor drive
Note sales

1,500 A
72.5 kV
3-phase
MD-I
Re-stocking fee:
For ≤ \$1,000: \$375 (base price)
For > \$1,000: \$375 + 20% of the amount
above \$1,000

****ITEMS WITH MATERIAL NUMBER SET,
SETRM, SETERSATZ, SERVICERM OR
BRMEL CANNOT BE RETURNED****

Items shipped (parts, tools, fixtures, etc) are
not prepared for storage in unheated buildings
or outdoors.

For this reason, such items must be stored in
a moisture-free, dry, & clean environment.

Item 90 (80)	HEXAGON HEAD SCREW	6 ST
Item 100 (80)	WASHER	6 ST
Item 110 (80)	SELF LOCKING HEX NUT OKS1710	18 ST
Item 120 (80)	SCREENING CAP	3 ST
Item 130 (80)	CONICAL SPRING WASHER	12 ST
Item 140 (80)	HEXAGON HEAD SCREW POLYFLECK	6 ST
Item 150 (80)	SCREENING CAP M8	6 ST
Item 160 (80)	LOCK TAB	4 ST
Item 170 (80)	EPOXY DELO-DUOPOX AD895	1 ST
Item 180 (80)	SELF LOCKING HEX NUT OKS1710	12 ST



Item 210 (80)	PAD	6 ST
Item 220 (80)	PIPE CLAMP	3 ST
Item 230 (80)	Cable clamp PLT1,5S-M-30HS	6 ST
Item 240 (80)	CLAMP TYPE ALB 211	3 ST
Item 250 (80)	HEXAGON HEAD SCREW	6 ST
Item 260 (80)	HEXAGON HEAD SCREW	6 ST
Item 270 (80)	HEXAGON HEAD SCREW	3 ST
Item 280 (80)	WASHER	6 ST
Item 290 (80)	WASHER ~ M6 ~ DIN 125-B	12 ST
Item 300 (80)	M12 STOVER NUT, DIN980-V w/ OKS1710 COAT24 ST	
Item 310 (80)	SELF LOCKING HEX NUT OKS1710	3 ST
Item 320 (80)	HEX NUT	6 ST
Item 330 (80)	THREAD BOLT	3 ST
Item 340 (80)	DISTANCE SLEEVE	3 ST



Item 370 (80)	CHANGE-OVER/TAP SELECTOR CONTACT, ASS.6 ST	
Item 380 (80)	CHANGE-OVER/TAP SELECTOR CONTACT, ASS.3 ST	
Item 390 (80)	FIXED SELECTOR CONTACT	54 ST
Item 400 (80)	CYLINDER SCREW 912	66 ST
Item 410 (80)	WASHER ~ M6 ~ DIN 125-B	66 ST
Item 420 (80)	SELF LOCKING HEX NUT OKS1710	66 ST
Item 430 (80)	CYLINDRICAL HEAD SCREW 912	66 ST
Item 440 (80)	SCREENING NUT	36 ST
Item 450 (80)	SCREENING CAP M6	60 ST
Item 460 (80)	FIXED CHANGE- OV. SEL. CONT.	6 ST
Item 470 (80)	HEXAGON HEAD SCREW	12 ST
Item 480 (80)	LOCK TAB 11X25 WN0511-01	6 ST
Item 490 (80)	CURRENT TAKE-OFF-RING WITH 4 HOLES	3 ST
Item 500 (80)	HEXAGON HEAD SCREW	12 ST



Item 520 (80)	CURRENT COLLECTING RING BROAD 4 HOLES	3 ST
Item 530 (80)	CYL. SCREW	12 ST
Item 540 (80)	23OK WASHER	12 ST
Item 550 (80)	CURRENT TAKE-OFF-RING WITH 5 HOLES	3 ST
Item 560 (80)	WASHER	9 ST
Item 570 (80)	POLYFLECK CYL. HEAD SCREW M8 X 30	15 ST
Item 580 (80)	SHIM RING	12 ST
Item 590 (80)	RETAINING RING	6 ST
Item 600 (80)	RETAINING RING	6 ST
Item 610 (80)	RETAINING RING	9 ST
Item 620 (80)	FEATHER KEY	3 ST
Item 660 (80)	WASHER	3 ST
Item 670 (80)	RETAINING RING	3 ST
Item 690 (80)	RM- LOCTITE #290**#29021 - GREEN 1	1 ST



Item 710 (80) MAIN DRIVE SHAFT ASSY 72,5KV 1 ST

Item 720 (80) DRIVE SHAFT ASSY 72,5KV SHORT 1 ST

Item 730 (80) DRIVE SHAFT ASSY 72,5KV LONG 1 ST

Item 740 (80) SERVICE KIT-RMV-A DRIVE BOSS BEFORE '081 ST

Item 750 (80) O-RING 1 ST

Item 900 SERVICE MATERIAL FOR OLTC MRC011592 1 ST

INCLUDES THE FOLLOWING:

- 6 PCS CHANGE-OVER/TAP SELECTOR CONTACT, ASS.
- 3 PCS CHANGE-OVER/TAP SELECTOR CONTACT, ASS.
- 54 PCS FIXED SELECTOR CONTACT
- 6 PCS FIXED CHANGE- OV. SEL. CONT.
- 3 PCS CURRENT TAKE-OFF-RING WITH 4 HOLES
- 3 PCS CURRENT COLLECTING RING BROAD 4 HOLES
- 3 PCS CURRENT TAKE-OFF-RING WITH 5 HOLES

Equipment Description: Set RMV-II-1500

General

Date of manufacture	03/01/1996
Corresponding equipment number	MRC011592
Type of Tap Changer	RMV-II
Rated through current	1,500 A
Highest voltage for equipment	72.5 kV
Number of phases for transformer(s)	3-phase
Type of Motor drive	MD-I
Note sales	Re-stocking fee:

For ≤ \$1,000: \$375 (base price)
For > \$1,000: \$375 + 20% of the amount above \$1,000

****ITEMS WITH MATERIAL NUMBER SET, SETRM, SETERSATZ, SERVICERM OR BRMEL CANNOT BE RETURNED****

Items shipped (parts, tools, fixtures, etc) are not prepared for storage in unheated buildings or outdoors.

For this reason, such items must be stored in



Item 910 (900)	HEXAGON HEAD SCREW	6 ST
Item 920 (900)	WASHER	6 ST
Item 930 (900)	SELF LOCKING HEX NUT OKS1710	18 ST
Item 940 (900)	SCREENING CAP	3 ST
Item 950 (900)	CONICAL SPRING WASHER	12 ST
Item 960 (900)	HEXAGON HEAD SCREW POLYFLECK	6 ST
Item 970 (900)	SCREENING CAP M8	6 ST
Item 980 (900)	LOCK TAB	4 ST
Item 990 (900)	EPOXY DELO-DUOPOX AD895	1 ST
Item 1000 (900)	SELF LOCKING HEX NUT OKS1710	12 ST
Item 1010 (900)	SCREENING CAP M12	12 ST
Item 1030 (900)	PAD	6 ST
Item 1040 (900)	PIPE CLAMP	3 ST
Item 1050 (900)	Cable clamp PLT1,5S-M-30HS	6 ST



Item 1070 (900) HEXAGON HEAD SCREW	6 ST
Item 1080 (900) HEXAGON HEAD SCREW	6 ST
Item 1090 (900) HEXAGON HEAD SCREW	3 ST
Item 1100 (900) WASHER	6 ST
Item 1110 (900) WASHER ~ M6 ~ DIN 125-B	12 ST
Item 1120 (900) M12 STOVER NUT, DIN980-V w/ OKS1710 COAT24 ST	
Item 1130 (900) SELF LOCKING HEX NUT OKS1710	3 ST
Item 1140 (900) HEX NUT	6 ST
Item 1150 (900) THREAD BOLT	3 ST
Item 1160 (900) DISTANCE SLEEVE	3 ST
Item 1180 (900) HEXAGON HEAD SCREW	18 ST
Item 1190 (900) CHANGE-OVER/TAP SELECTOR CONTACT, ASS.6 ST	
Item 1200 (900) CHANGE-OVER/TAP SELECTOR CONTACT, ASS.3 ST	
Item 1210 (900) FIXED SELECTOR CONTACT	54 ST



Item 1230 (900) WASHER ~ M6 ~ DIN 125-B	66 ST
Item 1240 (900) SELF LOCKING HEX NUT OKS1710	66 ST
Item 1250 (900) CYLINDRICAL HEAD SCREW 912	66 ST
Item 1260 (900) SCREENING NUT	36 ST
Item 1270 (900) SCREENING CAP M6	60 ST
Item 1280 (900) FIXED CHANGE- OV. SEL. CONT.	6 ST
Item 1290 (900) HEXAGON HEAD SCREW	12 ST
Item 1300 (900) LOCK TAB 11X25 WN0511-01	6 ST
Item 1310 (900) CURRENT TAKE-OFF-RING WITH 4 HOLES	3 ST
Item 1320 (900) HEXAGON HEAD SCREW	12 ST
Item 1330 (900) 23OK WASHER	12 ST
Item 1340 (900) CURRENT COLLECTING RING BROAD 4 HOLES	3 ST
Item 1350 (900) CYL. SCREW	12 ST
Item 1360 (900) 23OK WASHER	12 ST



Item 1380 (900) WASHER	9 ST
Item 1390 (900) POLYFLECK CYL. HEAD SCREW M8 X 30	15 ST
Item 1400 (900) SHIM RING	12 ST
Item 1410 (900) RETAINING RING	6 ST
Item 1420 (900) RETAINING RING	6 ST
Item 1430 (900) RETAINING RING	9 ST
Item 1440 (900) FEATHER KEY	3 ST
Item 1480 (900) WASHER	3 ST
Item 1490 (900) RETAINING RING	3 ST
Item 1510 (900) RM- LOCTITE #290**#29021 - GREEN 1	1 ST
Item 1520 (900) COUPLING BOLT	12 ST
Item 1530 (900) MAIN DRIVE SHAFT ASSY 72,5KV	1 ST
Item 1540 (900) DRIVE SHAFT ASSY 72,5KV SHORT	1 ST
Item 1550 (900) DRIVE SHAFT ASSY 72,5KV LONG	1 ST



Item 1570 (900) O-RING 1 ST

Item 1580 (900) PLYWOOD BOX ECOTAP DIM. 870X500X330 6 ST

Item 1585 (900) RM WOODEN CASE FOR ACCESSORIES 2 ST

Item 1590 MTRAB-1SAA4NTLPFN03 2 ST

Product	MESSKO® MTRAB® Dehydrating breather
Article designation	DB100-RM-HT (OLTC/LTC)
Design	DB100
Voltage / Design	without overvoltage protection
Control	Alpha control
Analog output signal	2x 4-20mA
Test button	provided
Terminal box	RAL 7038 achat grey
Electrical connection	3x ½" - 14NPT
Filter heating	provided
Options	not provided
Supply voltage	100V - 127V DC
Supply voltage	100V - 127V AC 50/60 Hz
Power	Pmax. 2500 W
Signaling contact	1x Change-over for device malfunction 1x Change-over for silica heating
Mechanical installation	Oval flange acc. to DIN 2558 80x45mm, 2 holes ø11.5mm on a PCDø55mm including a paper gasket
Protection class	IP66/67
Ambient temperature	-50°C to +70°C
Quantity of operation instructions for the transformer-manufacturer	1
Language of operating instructions for the transformer-manufacturer	English
Quantity of operation instructions for the transformer-operator	0
Warranty period	24 Months

Item 1591 MESSKO MTG HARDWARE; OVAL FLANGE 2 ST

General

Corresponding message	000300243061
Corresponding equipment number	MR999999
Corresponding product	Messko-Products
Component assembly, detail	Mounting hardware DB100 (LTC)



Item 1593 END CLAMP 4 ST

Item 1594 DIN RAIL PERFORATED - NS 35/ 7,5 8 IN

Item 1600 MPreC 10psi / 685-SM10NS1A1LM 2 ST

Product	MESSKO® MPREC® Pressure relief device
Article designation	LMPRD-10psi
Pickup pressure	10 psi / 68.9 kPa / 0.69 bar
Number of micro-switches	1
Micro-switch-design	per microswitch 1x NO, 1x NC galvanically insulated
Max. Current	10.0 A
Switching capacity	24V DC to 220V DC Making capacity 130W L/R < 40 ms Breaking capacity 25W L/R < 40 ms 230V AC Making capacity 250VA cos φ > 0,5 Breaking capacity 60VA cos φ > 0,5
Insulation test voltage	2,5kV AC / 1min.
Electrical connection	ANSI, 3 pin, 1 switch
Gasket material	NBR for mineral insulating oils
Color of indicator pin	red (for NBR-Gasket)
Type	Standard-cover
Bleed screw	provided
Cover material	Aluminium
Color	RAL 7038 - agate gray
Semaphore	provided (color yellow)
Protection class	IP65
Ambient temperature	-40°C ... +80°C
Quantity of operation instructions for the transformer-manufacturer	1
Language of operating instructions for the transformer-manufacturer	English
Quantity of operation instructions for the transformer-operator	0
Warranty period	24 Months

Item 1601 MESSKO PRD MOUNTING HARDWARE 2 ST

General

Corresponding message	000300243061
Corresponding equipment number	MR999999
Corresponding product	Messko-Products
Component assembly, detail	PRD mounting hardware

Item 1602 ANSI FEM.CONN.+CABLE_3PIN_300" 2 ST



Item 1593 END CLAMP 4 ST

Item 1594 DIN RAIL PERFORATED - NS 35/ 7,5 8 IN

Item 1600 MPreC 10psi / 685-SM10NS1A1LM 2 ST

Product	MESSKO® MPREC® Pressure relief device
Article designation	LMPRD-10psi
Pickup pressure	10 psi / 68.9 kPa / 0.69 bar
Number of micro-switches	1
Micro-switch-design	per microswitch 1x NO, 1x NC galvanically insulated
Max. Current	10.0 A
Switching capacity	24V DC to 220V DC
	Making capacity 130W L/R < 40 ms
	Breaking capacity 25W L/R < 40 ms
	230V AC
	Making capacity 250VA cos φ > 0,5
	Breaking capacity 60VA cos φ > 0,5
Insulation test voltage	2,5kV AC / 1min.
Electrical connection	ANSI, 3 pin, 1 switch
Gasket material	NBR for mineral insulating oils
Color of indicator pin	red (for NBR-Gasket)
Type	Standard-cover
Bleed screw	provided
Cover material	Aluminium
Color	RAL 7038 - agate gray
Semaphore	provided (color yellow)
Protection class	IP65
Ambient temperature	-40°C ... +80°C
Quantity of operation instructions for the transformer-manufacturer	1
Language of operating instructions for the transformer-manufacturer	English
Quantity of operation instructions for the transformer-operator	0
Warranty period	24 Months

Item 1601 MESSKO PRD MOUNTING HARDWARE 2 ST

General	
Corresponding message	000300243061
Corresponding equipment number	MR999999
Corresponding product	Messko-Products
Component assembly, detail	PRD mounting hardware

Item 1602 ANSI FEM.CONN.+CABLE_3PIN_300" 2 ST



Total of items			279,645.00
Sales tax	8.63%	144,275.77	12,443.79
Final amount (USD)			292,088.79

INCOTERMS EXW Humboldt TN

Terms of payment: 30 days after date of invoice

Terms of delivery: The delivery and/or service is based on enclosed "REINHAUSEN MANUFACTURING, INC. STANDARD SALES TERMS AND CONDITIONS".
To the extent there are any preexisting terms and conditions, including those provided by Buyer, the Reinhausen Manufacturing Inc. Standard Terms and Conditions shall control and supersede the same

Validity period: 03/29/2025

Price agreement: The offer with the stipulated prices applies to orders made within the above mentioned validity period and for deliveries until 12/31/2025

Delivery time: The delivery time is approx. 3 - 4 weeks (ex works) after receipt of the order for which all technical and commercial details have been clarified.

If we can be of any further assistance, please do not hesitate to contact us.

Best regards,

Reinhausen Manufacturing Inc.

This document was computer-generated and does not require a signature.



Kindly note:

Please settle prospective payments only to one of the below mentioned accounts.

ETOS®. Automation of power transformers - experience digitalization for yourself

Appendix:

- RM Standard sales terms and conditions
- RM Standard service terms and conditions

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for a sale of goods from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, the attached Reinhausen Manufacturing, Inc. Standard Service Terms and Conditions shall apply in addition to Reinhausen Manufacturing, Inc.'s Standard Sales Terms and Conditions.

General:

- a. This sale is made, and expressly conditioned on, Buyer's assent to the terms and conditions contained herein and no others. Notice of objection is hereby given to any different or additional terms and conditions whether major or minor in character. Buyer's acceptance of the product or service shall be conclusive evidence of Buyer's assent to the terms and conditions contained herein.
- b. This writing is intended as the final, complete and exclusive statement of the terms and conditions on which this sale is made. This writing supersedes all prior written agreements and correspondence and any oral agreements or representations made contemporaneously herewith.
- c. The terms and conditions contained herein will govern all future sales by Seller to Buyer unless otherwise agreed by Seller in writing.
- d. Quotations, proposals and other related documents, such as drawings, wiring diagrams, etc. and weight indications, are not binding upon Seller unless so specifically stated in writing. Seller retains exclusive ownership and copyrights of all documents. Drawings and other documents relating to quotations and/or proposals are to be returned without delay on demand if order is not placed.

Agreement Documents: The Order Confirmation and any attachments are the sole and exclusive agreement of Seller and Buyer for the products and services in the Order Confirmation, and no other document, will be part of this agreement. Terms contained in the Buyer's response to, or acknowledgment or acceptance of, this Order Confirmation, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Buyer) are specifically rejected by Seller. Seller's offer to sell as provided in the Order Confirmation may not be modified by Buyer's counter-offers. Notwithstanding the foregoing, if this Order Confirmation is deemed an acceptance by Seller of a Buyer offer or counter-offer, then such acceptance is expressly made conditional on Seller's assent to all of the terms of this Order Confirmation, including those that are additional to, or different from, the terms of Buyer's offer or counter-offer. The terms and conditions of this Order Confirmation are subject to change without notice.

Prices: Prices are calculated to correspond with the cost situation at the time of the Order Confirmation. Seller reserves the right to adjust prices accordingly should the cost situation change. Prices quoted are valid for thirty (30) days unless

otherwise stated in the quotation. Changes in product specifications or deliveries shall be subject to change in prices.

Taxes: Buyer is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of products or services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any payment by Buyer to Seller for products and/or services provided to Buyer under or pursuant to the Order Confirmation.

Terms of Payment and Acceptance:

- a. An invoice will be issued when the products set forth in the Order Confirmation are shipped or when the services set forth in the Order Confirmation are scheduled, and terms of payment are net within thirty days from date of invoice unless different terms were stated by the seller in the quotation/order confirmation.
- b. If payments are not made in accordance with these terms, a service charge will, without prejudice to any rights of Seller, including that to immediate payment, be added to the account of Buyer in an amount equal to the lower of 1-1/2 % per month or fraction thereof or the highest legal rate on the unpaid balance.
- c. If, in the judgment of Seller, the financial condition of Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.
- d. In the event Buyer becomes insolvent or insolvency or bankruptcy proceedings are instituted by or against Buyer under state and/or federal law, Seller may refuse to deliver products or to render services except for cash, including payment for all products previously delivered and services previously performed, may stop delivery of any products in transit or performance of any services in progress, and may, if permitted by applicable state and/or federal law, cancel this order and recover its proper cancellation charges from Buyer or Buyer's estate.

Terms of Delivery:

- a. Unless otherwise agreed in writing by Seller, all products are sold F.O.B. point of shipment, and do not include installation. Regardless of the manner of shipment, title to the goods and the risk of loss or damage thereto shall pass to Buyer upon delivery to the Buyer by Seller at the Buyer's location or upon tender to Buyer at Seller's location.
- b. Except in the case of F.O.B. destination shipments, Seller shall have no liability for concealed or other shipment damage. When shipment has been made on an F.O.B. destination basis, Buyer must unpack immediately and, if damage is discovered, must:

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



- o Not move the product from the point of examination; retain shipping container and packing material;
 - o Notify the carrier of any apparent damage in writing on the carrier's delivery receipt and request the carrier to make an inspection;
 - o Notify the Seller's location for which the shipment originated within 72 hours of delivery; and
 - o Send Seller a copy of the carrier's inspection report.
- c. The period for delivery shall be calculated from the date on which Seller has signed a written agreement accepting Buyer's order. The delivery period can only be maintained if all necessary documents, specifications, authorizations, etc. to be provided by Buyer have been received in due time, and all commitments as well as terms of payment agreed upon have been fulfilled. Should these prerequisites not be complied in due time, the delivery period will be extended appropriately.
- d. In the event of mobilization, war or insurrection or of strike or lock-out of the relevant departments of Seller or sub-suppliers, or of a rejection of an important component or of other circumstances beyond Seller's control, thus preventing Seller from timely carrying out its obligations, the delivery period will be extended appropriately.
- e. Seller will endeavor to keep to the indicated delivery periods to the best of its ability. Seller, however, shall have no liability for damages due to delay, and Buyer shall have no right to cancel its order, unless Seller and Buyer have executed a separate written agreement in this respect.
- f. Partial deliveries are permissible.

Risk of Loss:

- a. Regardless of the manner of shipment, all risk of loss or damage will pass to Buyer upon the earlier of (1) tender to the carrier at the factory or warehouse of Seller or (2) if shipment is delayed at Buyer's request, at the time the product is ready for shipment. If requested by Buyer in writing, Seller will insure the product against shipment damage at Buyer's expense.
- b. Shipment shall not be delayed at Buyer's request except on terms that will indemnify Seller against all loss and additional expense including, but not limited to, demurrage, handling and storage charges. If requested by Buyer in writing, Seller will insure the product for the period of such delay at Buyer's expense.

Limited Warranty:

- a. Except as otherwise agreed to in writing by Seller, Seller warrants that the products manufactured by it and services performed by it will be free of defects in workmanship and material for the period of (2) year from the date of shipment or performance. This limited warranty does not cover, and Seller makes no warranty

regarding, the following: (1) parts that are not manufactured by Seller; (2) defects or failures caused by accident or improper handling or installation by persons other than Seller; (3) defects or failures caused by the failure to use or maintain the products according to Seller's recommendations; (4) products manufactured pursuant to plans, specifications, drawings or designs submitted or approved by Buyer; and (5) defects or failures caused by alteration, modification, or repair of products by persons other than Seller. This warranty extends to Buyer only and does not extend to any transferee, assignee or successor of Buyer.

- b. THIS SALE IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN, FITNESS, CAPACITY, QUALITY OR ANY OTHER MATTER CONCERNING THE PRODUCTS EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH WITHOUT LIMITING THE FOREGOING, THIS SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Exclusive Remedy; No Consequential Damages

- a. In the event any product or service supplied hereunder fails to comply with the limited warranty set forth in the preceding section and Buyer provides written notice to Seller within two years from the date of shipment or performance, Seller will correct such nonconformity by repair or, at its option, by replacement of the defective part, parts or service F.O.B. its factory or repair facility. In no event shall Seller be responsible for gaining access to the product, disassembly, reassembly and transportation of the product or parts from and to the place of installation. If Seller is unable to remedy the defect within a reasonable time, Seller shall, at its election and in its discretion, either replace the product or refund the purchase price.
- b. THE REMEDIES PROVIDED FOR IN THIS SECTION SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR SELLER'S BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

Limitation of Liability:

- a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SELLER ITS AFFILIATES ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF SELLER, OR FOR ANY SPECIAL, PUNITIVE,

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

- b. THE TOTAL CUMULATIVE LIABILITY OF SELLER WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT, PART OR SERVICE ON WHICH SUCH LIABILITY IS BASED.

Termination: Any order or contract may be terminated by Buyer only by written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of notice of termination. All additional costs resulting from the termination and 10% of the final net price will be included in the termination charges to compensate for disruptions in scheduling, planned production and other direct costs. Payment shall be made within 30 days from date of invoice.

Force Majeure: Notwithstanding anything contained in these terms and conditions to the contrary, neither Seller nor Buyer shall be liable for failure of performance hereunder if occasioned by war, declared or undeclared, acts of terrorism, civil unrest, epidemic, pandemic, riots, strikes, labor disputes, work stoppages, international or malicious acts of organized opposition, governmental actions including without limitation shelter-in-place orders, orders, restrictions or regulations, interruption of transportation, delays, prohibition of import or export of goods, embargo, closure of public highways, railways, airways or ports, seizure under legal process, acts of God, including without limitation, tornado, hurricane, cyclone, windstorm, tidal wave, earthquake, flood, fire, power failure, water sprinkler leakage, insect, explosion or any other cause beyond the control of Seller or Buyer. Any suspension of performance by reason of force majeure shall be limited to the period during which the cause of failure exists. The party claiming Force Majeure shall give prompt written notice to the other of any such event or circumstance, and the notifying party shall cooperate in good faith with the other to minimize and mitigate the impact of any such event or occurrence and do all things commercially reasonable under the circumstances to achieve such goal. No adjustments to pricing and schedule shall be made to account for a Force Majeure event and its resulting impact on the work, without prior written approval of Seller and Buyer.

Held Orders: Any orders held or delayed or rescheduled at the request of Buyer will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule. Any such order held, delayed or rescheduled beyond a reasonable period of time will be treated as a Buyer termination. When a product is ready for shipment and shipment cannot be made because of reasons beyond Seller's control, Seller shall submit an invoice for such product payable upon receipt thereof and shall, upon

written notice to Buyer, store such product. In such event, the following conditions shall apply:

- a. Risk of loss of the product shall pass to Buyer upon moving such product to storage; and
- b. All expenses, incurred by Seller in connection with the storage of the product including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by Buyer upon submission of invoices by Seller.

Cancellation by Seller: Seller shall have the right to cancel the contract at any time by written notice for any breach of the contract by Buyer.

Procedure for Returning Products: Authorization and shipping instructions for the return of any product must be obtained by Buyer from Seller before returning the product. The product must be returned with complete identification in accordance with Seller's instructions or it will not be accepted. Where Buyer requests authorization to return a product for reasons other than breach of warranty by Seller, Buyer will be charged for placing the returned goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Seller. In no event will Seller be responsible for a product returned without proper authorization and identification and payment of costs related thereto.

Export Packaging: Prices include products having standard domestic packing only. Any request by Buyer for packing for overseas shipment shall result in addition to the contract price.

Minimum Billing: The minimum billing charge shall be \$50 plus transportation charges as indicated in the 'Terms of Delivery' section above.

Product Notices: Buyer shall provide the user (including its employees) of the product with all Seller's supplied product notices, warnings, instructions, recommendations and similar materials.

Additional Conditions Applicable to Nuclear Applications:

- a. In the event that Buyer or third parties use the product or any part thereof in connection with any activity or process involving nuclear fission or fusion or any use or handling of any source, special nuclear or byproduct material as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended, Buyer, at no expense to Seller, shall have arranged for insurance coverage, indemnities, waivers of liability, recourse and subrogation in such amounts and under such terms and conditions as may be acceptable to Seller, and fully adequate in the opinion of Seller to protect Seller (and its subcontractors or suppliers of any tier) against any and all loss, costs, damage or expenses and claims and demands therefore, in contract, in tort or otherwise, including the cost of investigating, litigating and/or settling any such claims or demands, on account of bodily injury, sickness, disease or death to any person or the loss of, loss of use of or damage to the property of any person whether located on or off the site of a nuclear installation, arising out of or resulting from the

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



radioactive, toxic, explosive or other hazardous properties of source, special nuclear or byproduct materials, as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended.

- b. In the event that Buyer resells, distributes or in any way relinquishes control of the product or services to a third party, Buyer shall require from such third party compliance with all requirements under this Section, and (2) assurance that any subsequent buyer of the product or services shall comply with all requirements under this Section.
- c. Seller shall not be obliged to deliver the product until such insurance, indemnities and waivers have been produced by Buyer and are legally operative in Seller's favor, and upon Buyer's failure to do so, Seller may rescind the sale without liability for damages of any nature.

Governing Law: The terms and conditions of this contract shall be governed by and construed and enforced in accordance with the laws of the state of Tennessee without giving effect to the principles of conflicts of law.

Assignment: The rights and obligations under this contract shall not be assigned or delegated by Buyer without prior written consent of Seller. Any attempted assignment or delegation in contravention of this Section shall be void.

Remedies: The warranties and remedies available to Seller under the terms of this contract shall be cumulative in addition to those implied or available at law. No waiver of any breach of this contract shall be construed to constitute a waiver of any other breach or of any provisions hereof.

Consent to Jurisdiction: Buyer hereby irrevocably submits to the jurisdiction of any Tennessee court sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee over any action or proceeding arising out of or relating to this contract or the products and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Buyer further agrees that venue for any such action shall lie exclusively with courts sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee, unless Seller agrees to the contrary in writing. Seller agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Expenses and Attorneys' Fees: Buyer agrees to pay any and all costs and expenses (including without limitation, reasonable attorneys' fees and litigation expenses) incurred by Seller and arising out of or relating to Buyer's breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty made by Buyer.

Amendment and Waiver: This contract cannot be amended, changed or modified, except by a writing signed by both parties. No acceptance of less than full, conforming performance by either party shall be deemed a waiver of that party's right to full, conforming performance at a subsequent time. Parole or extrinsic evidence and evidence of course of

dealing, usage of trade or course of performance shall be inadmissible to contradict the express terms of this contract or to supply any additional terms.

Severability: In the event that any one or more terms or provisions hereof shall be held void or unenforceable by any court, all remaining terms and provisions hereof shall remain in full force and effect.

Writings: If the terms hereof require that any consent, agreement or other item be provided in "writing," then such consent, agreement or other item must include a hand-written signature. Emails, voice mails and other forms of records that do not require handwritten signatures shall not qualify as a "writing" for the purpose hereof.

Intellectual Property: Buyer grants Seller all rights and licenses necessary for Seller and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this contract. Buyer shall not use the name or trademarks of Seller or its affiliates or refer to or identify Seller or its affiliates in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of Seller.

Ownership of Products: All work products developed by Seller and provided to Buyer under this contract are and shall remain the personal property of Seller.

Indemnification: Buyer agrees to defend, hold harmless, and indemnify Seller and its affiliates from any claim (including without limitation costs, expenses and attorney's fees) arising from (1) claims that any of Buyer's specifications infringe on any intellectual property rights, and (2) the failure of Buyer to comply with its warranties and obligations under this contract.

Insurance: Buyer shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Buyer's industry practice.

REINHAUSEN MANUFACTURING, INC.

STANDARD SERVICE TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for Technical Service from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, Reinhausen Manufacturing, Inc.'s Standard Service Terms and Conditions shall apply in addition to the attached Reinhausen Manufacturing, Inc. Standard Sales Terms and Conditions.

Workplace Safety: Prior to performance of any of the services set forth in the Order Confirmation, Buyer shall conduct a workplace hazard assessment for the site where the services set forth in the Order Confirmation are to be performed. This assessment shall identify all site hazards and inform Seller's technicians of accident procedures and evacuation plans. Buyer shall also prepare a written certification labeled "Certification of Hazard Assessment" certifying that the workplace hazard assessment was completed for the services set forth in the order confirmation. In addition to the workplace hazard assessment, Buyer shall ensure that a pre-job meeting and/or pre-job brief is provided to Seller's technicians to perform the services set forth in the Order Confirmation. Buyer shall document that a pre-job meeting occurred and/or document that Seller's technicians received a copy of the pre-job brief. Buyer shall also ensure that upstream and downstream isolation switches are open, grounds have been placed on all windings (HV, LV & TV), and that appropriate lock-out/tag-out procedures have been followed. In the event that the services set forth in the Order Confirmation must be performed when equipment is energized, the tap changer must be locked on a fixed tap. If an unsafe condition arises, Seller's technicians reserve the right to stop work until the unsafe condition is corrected.

Authority: Seller's technicians are expressly without authority to bind Seller or REINHAUSEN to any contract, agreement or acknowledgment of liability.

Staffing: Seller reserves the right to assign which of its technicians will carry out the services set forth in the Order Confirmation. The assignment of Seller's technicians is dependent on the services set forth in the Order Confirmation, the site where the services are to be performed, and the availability of Seller's technicians. Buyer must make requests for specific service dates at least three weeks before services are to be performed so that attempts can be made to honor the requested service date. Any preliminary work to take place at the Seller's Humboldt, Tennessee facility will be billed at flat rate equal to the hourly service rate set forth in the Order Confirmation multiplied by the sum of total number of work days and total number of Seller's technicians used to perform the services set forth in the Order Confirmation.

REINHAUSEN Specialists: If it is necessary that an REINHAUSEN Specialist performs any of the services set forth in the Order Confirmation, Buyer shall obtain and provide the REINHAUSEN Specialist with the necessary entry visas and work permits prior to departure of the REINHAUSEN Specialist. All terms and conditions referring to Seller's technician shall apply equally to an REINHAUSEN Specialist.

Auxiliary Equipment and Personnel: Buyer shall supply all necessary auxiliary equipment (e.g., lifting devices, oil containers, oil pumps, scaffolding, etc.) and personnel. Buyer is also responsible for obtaining auxiliary personnel to drain tap changer oil, handle tap changer oil, vacuum fill tap changer oil and dispose of waste tap changer oil.

- a. Buyer agrees to defend and indemnify seller for any and all liability arising from delays in obtaining necessary auxiliary equipment and/or personnel, but for liability arising out of Seller's own negligence.
- b. Buyer agrees to defend and indemnify seller for any and all liability arising out of Buyer's procurement, installation and/or operation of necessary equipment, but for liability arising out of Seller's own negligence.
- c. Buyer agrees to defend and indemnify Seller for any and all liability arising out of auxiliary personnel's work, but for liability arising out of Seller's own negligence.

Cancellation: Buyer shall pay a twenty percent cancellation fee services set forth in the Order Confirmation that Buyer cancels within ten days of the mobilization date for such services.

Re-Stocking: Buyer shall pay a twenty percent restocking fee for parts ordered and shipped to Buyer or the site where services are to be performed that Buyer subsequently returns.

Delay: Buyer is responsible for all costs arising from delays in the performance of the services set forth in the Order Confirmation other than delays attributable to Seller.

REINHAUSEN MANUFACTURING, INC.

STANDARD SERVICE TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for Technical Service from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, Reinhausen Manufacturing, Inc.'s Standard Service Terms and Conditions shall apply in addition to the attached Reinhausen Manufacturing, Inc. Standard Sales Terms and Conditions.

Workplace Safety: Prior to performance of any of the services set forth in the Order Confirmation, Buyer shall conduct a workplace hazard assessment for the site where the services set forth in the Order Confirmation are to be performed. This assessment shall identify all site hazards and inform Seller's technicians of accident procedures and evacuation plans. Buyer shall also prepare a written certification labeled "Certification of Hazard Assessment" certifying that the workplace hazard assessment was completed for the services set forth in the order confirmation. In addition to the workplace hazard assessment, Buyer shall ensure that a pre-job meeting and/or pre-job brief is provided to Seller's technicians to perform the services set forth in the Order Confirmation. Buyer shall document that a pre-job meeting occurred and/or document that Seller's technicians received a copy of the pre-job brief. Buyer shall also ensure that upstream and downstream isolation switches are open, grounds have been placed on all windings (HV, LV & TV), and that appropriate lock-out/tag-out procedures have been followed. In the event that the services set forth in the Order Confirmation must be performed when equipment is energized, the tap changer must be locked on a fixed tap. If an unsafe condition arises, Seller's technicians reserve the right to stop work until the unsafe condition is corrected.

Authority: Seller's technicians are expressly without authority to bind Seller or REINHAUSEN to any contract, agreement or acknowledgment of liability.

Staffing: Seller reserves the right to assign which of its technicians will carry out the services set forth in the Order Confirmation. The assignment of Seller's technicians is dependent on the services set forth in the Order Confirmation, the site where the services are to be performed, and the availability of Seller's technicians. Buyer must make requests for specific service dates at least three weeks before services are to be performed so that attempts can be made to honor the requested service date. Any preliminary work to take place at the Seller's Humboldt, Tennessee facility will be billed at flat rate equal to the hourly service rate set forth in the Order Confirmation multiplied by the sum of total number of work days and total number of Seller's technicians used to perform the services set forth in the Order Confirmation.

REINHAUSEN Specialists: If it is necessary that an REINHAUSEN Specialist performs any of the services set forth in the Order Confirmation, Buyer shall obtain and provide the REINHAUSEN Specialist with the necessary entry visas and work permits prior to departure of the REINHAUSEN Specialist. All terms and conditions referring to Seller's technician shall apply equally to an REINHAUSEN Specialist.

Auxiliary Equipment and Personnel: Buyer shall supply all necessary auxiliary equipment (e.g., lifting devices, oil containers, oil pumps, scaffolding, etc.) and personnel. Buyer is also responsible for obtaining auxiliary personnel to drain tap changer oil, handle tap changer oil, vacuum fill tap changer oil and dispose of waste tap changer oil.

- a. Buyer agrees to defend and indemnify seller for any and all liability arising from delays in obtaining necessary auxiliary equipment and/or personnel, but for liability arising out of Seller's own negligence.
- b. Buyer agrees to defend and indemnify seller for any and all liability arising out of Buyer's procurement, installation and/or operation of necessary equipment, but for liability arising out of Seller's own negligence.
- c. Buyer agrees to defend and indemnify Seller for any and all liability arising out of auxiliary personnel's work, but for liability arising out of Seller's own negligence.

Cancellation: Buyer shall pay a twenty percent cancellation fee services set forth in the Order Confirmation that Buyer cancels within ten days of the mobilization date for such services.

Re-Stocking: Buyer shall pay a twenty percent restocking fee for parts ordered and shipped to Buyer or the site where services are to be performed that Buyer subsequently returns.

Delay: Buyer is responsible for all costs arising from delays in the performance of the services set forth in the Order Confirmation other than delays attributable to Seller.

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: February 14, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Uncollectible Electric Bills - (Tentative as of February 14, 2025) REVISED
Fiscal Year 2022 – 2023

In the matter of the Rules and Regulations of the Public Service Commission, 16 NYCRR, relating to authorization for writing off uncollectible customers' accounts, the Village has sufficient funds accumulated in Account 266 – "Reserve for Uncollectible Accounts", to write-off Fiscal Year 2022 – 2023 in the amount of \$202,660.37 effective February 28, 2025.

Every effort has been made by the Electric Billing Department and Legal Staff to recover all or part of said final bills for the Fiscal Year noted above. All the delinquent accounts have been processed through a collections agency. The delinquent accounts outstanding are mainly from consumers having left the Village with no forwarding address, and/or the result of bankruptcy. Please note that this amount is a reflection of the period when there was a moratorium on utility termination of services during the COVID-19 state of emergency. A complete detailed list of outstanding final bills for the Fiscal Year 2022 – 2023 has been furnished to the Treasurer by the Electric Billing Department.

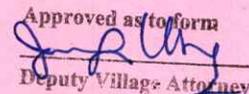
It is recommended that the Board of Trustees approve this write-off on uncollectible accounts as provided for under the above-mentioned Public Service Commission Rules and Regulations for the amount of \$202,660.37 effective February 28, 2025. The final write-off amount will be submitted after the final amount is determined on February 28, 2025.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

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

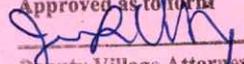
WHEREAS, every effort has been made by the Electric Billing Department and Legal Staff to recover the unpaid bills, including processing through a collections agency; and

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

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

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Year End Write-off report

Row	Act Code	Account #	Name	Premise Address	Unit	Off Date	Final Bill Date	Balance Due
1	3	2-1884.017	EVAN RICHARDSON	91 BENNINGTON AVE		9/7/22	9/12/22	\$7,353.18
2	3	2-4395.007	STEPHEN W DELISE JR	55 ST JOHNS PL		2/10/23	2/15/23	\$296.90
4	3	2-6137.000	BRIAN JEFFERSON	195 E MERRICK RD	346	6/15/22	6/16/22	\$174.90
5	3	2-6162.000	ROBERT SWITZER	195 E MERRICK RD	450	8/24/22	8/30/22	\$113.78
6	3	4-0485.001	16 FILMORE PLACE LLC	16 FILMORE PL		11/4/22	11/15/22	\$811.79
7	2	4-0526.000	RUTH BROWER	8 ST MARYS PL		4/12/22	4/14/22	\$289.25
8	2	4-0605.002	LAUREN MC FADDEN	62 MILL RD		4/15/22	4/18/22	\$1,813.71
9	3	6-1181.006	WILLIE RANDALL	60 S MAIN ST		5/2/22	6/14/22	\$3,974.39
10	3	6-1787.002	CHRISTINA FULLER-JOHNSON	71 S MAIN ST	1	1/3/23	1/17/23	\$295.06
11	2	6-2850.001	ENRIQUE MORA	8 W MERRICK RD	203	4/25/22	4/26/22	\$406.44
12	3	6-3061.001	JAMES K LYEY	6 W MERRICK RD		9/6/22	9/12/22	\$63.03
13	2	6-3920.006	BK COFFEE	131 S MAIN ST		4/25/22	4/26/22	\$7,115.62
14	3	6-4511.020	CHESTER MITCHELL	273 S MAIN ST	2	11/16/22	11/21/22	\$126.63
15	3	6-7057.004	FABIENNE PRINCIVIL	18 E SUNRISE HWY	APT 3A	10/11/22	10/19/22	\$429.71
16	2	6-7068.005	BIELMAN RAMOS	374 S MAIN ST		5/13/22	5/16/22	\$2,417.53
17	2	8-0687.002	CELLPHONE R US OF WANTAGH	37 W MERRICK RD		4/25/22	4/26/22	\$430.21
18	3	14-2100.004	CAPITAL BRANDS GROUP 1 LLC	28 WOODCLEFT AVE		9/28/22	9/30/22	\$1,040.00
19	3	14-2810.002	JESSICA WHITE	234 WOODCLEFT AVE		1/5/23	2/15/23	\$323.94
20	3	16-0426.002	LUIS R GONCLAVES	49 N MAIN ST	GARAGE	12/19/22	12/20/22	\$2,196.17
21	3	16-1330.012	VICTOR ESPINOZA	159 N MAIN ST	FRONT	8/30/22	8/31/22	\$266.67
22	3	16-1411.017	ANGELICA POLANCO	163 N MAIN ST	2 FRONT	8/3/22	8/12/22	\$147.65
23	3	16-1576.018	SHAHAJJA LOGAN	167 N MAIN ST		10/25/22	10/31/22	\$1,422.48
24	3	16-1626.002	BLANCA O ESCOBAR	166 N MAIN ST		10/3/22	10/19/22	\$206.00
25	2	16-1854.019	KEYANNA EDWARDS	176 N MAIN ST	2A	4/25/22	4/26/22	\$610.13
26	3	16-2056.008	AMIRA SURITA	201 N MAIN ST		11/8/22	11/15/22	\$5,460.50
27	3	16-2590.015	DINA BROACH DPA	282 N MAIN ST	2	9/22/22	9/30/22	\$3,062.22
28	3	16-2594.012	TRAVIS JABRELL GORDON	284 N MAIN ST	2 REAR	11/3/22	11/15/22	\$761.49
29	2	16-2835.010	REINA E. HERNANDEZ	304 N MAIN ST	2	9/13/22	9/30/22	\$8.81
30	3	18-0238.008	WARREN & WARREN LLP	11 W SUNRISE HWY		11/3/22	11/15/22	\$270.07
31	3	18-5684.001	TRIXIE'S BBQ INC	399 W SUNRISE HWY		9/14/22	10/19/22	\$679.05
32	3	18-5688.001	TRIXIE'S BBQ INC	397 W SUNRISE HWY		9/12/22	10/19/22	\$770.40
33	3	41-3210.000	BRUCE W GRAY	49 MADISON AVE		8/9/22	8/12/22	\$345.54
34	2	95-1401.000	PAUL T REYNOLDS	282 RANDALL AVE		10/31/22	10/31/22	\$7.43
35	3	95-1496.021	ROSE ORIOL	302 RANDALL AVE	2	11/30/22	11/30/22	\$106.65
36	3	105-0056.016	KARLA MORAN	84 BROADWAY	4 REAR	10/18/22	10/19/22	\$2,691.59
37	3	105-0078.004	MANDA'S DELI	88 BROADWAY A		1/10/23	1/26/23	\$1,156.09
38	2	105-0212.017	ALBA LUZ	127 BROADWAY	2 FRONT	5/23/22	5/24/22	\$31.83

39	2	105-0253.002	BRENDA ESCOBAR	142 BROADWAY	3/10/22	3/17/22	\$209.06
40	3	105-0603.004	MARITZA RODRIGUEZ	57 HARDING PL	10/17/22	10/17/22	\$295.45
41	3	105-1212.012	DOUGLAS B REYES	72 MOUNT AVE	2/1/23	2/15/23	\$199.19
42	3	105-1320.004	OCTAVIA K DAVIS	9 ROSEDALE AVE	10/31/22	10/31/22	\$206.77
43	3	105-2012.003	HUE HAGLER	75 DEHNOFF AVE	2/13/23	2/15/23	\$2,343.13
44	2	105-2503.002	CAROLYN MURPHY & RENFORD RUSSELL	83 WASHBURN AVE	3/21/22	3/25/22	\$6,288.04
45	3	105-2784.006	YVONNE WHEELER	149 WASHBURN AVE	10/18/22	10/19/22	\$970.40
46	3	105-2787.015	SHALEAKRA MYASIA REID	149 WASHBURN AVE	7/25/22	7/26/22	\$2,240.89
47	2	115-0930.000	WILHELMINA HORSEY	336 N COLUMBUS AVE	3/18/22	3/21/22	\$168.58
48	3	115-1009.007	ANGIE M ELROD	18 RUTLAND RD	7/11/22	7/13/22	\$288.90
49	2	115-1014.017	GENAL NEWBY	21 RUTLAND RD	8/11/22	8/31/22	\$20.98
50	3	115-1580.000	KENNETH E COMBS	234 RUTLAND RD	11/10/22	11/15/22	\$4,153.78
51	3	115-1671.004	CAROLYN BUTLER	270 RUTLAND RD	7/6/22	7/13/22	\$77.37
52	3	115-2233.009	AUDREY VIOLA COMVALIUS	81 SHONNARD AVE	2/7/23	2/15/23	\$146.11
53	3	125-0044.006	CHARLES PIERRE	34 GRAND AVE	9/16/22	11/21/22	\$805.39
54	3	125-0426.006	UKLYN M GREER	150 GRAND AVE	8/15/22	8/17/22	\$148.14
55	3	125-0426.008	LORENZO SIMMONS	150 GRAND AVE	2/14/23	2/16/23	\$32.73
56	3	125-0441.003	SHEREEN ERSKINE	161 GRAND AVE	2/1/23	2/15/23	\$28.59
57	2	125-1235.002	KWANZA HENRY	31 GILL AVE	7/13/22	7/15/22	\$4,386.64
58	2	125-2200.012	JUAN CARRILLO	82 WEBERFIELD AVE	5/20/22	5/24/22	\$2,235.51
59	3	125-2764.002	DION E HORSEY	231 COMMERCIAL ST	8/16/22	8/17/22	\$4,151.96
60	3	140-0364.007	MARIA FERNANDEZ	69 E DEAN ST	1/17/23	1/26/23	\$510.77
61	3	140-0367.016	JOSE SALINAS	69 E DEAN ST	10/31/22	10/31/22	\$1,011.75
62	2	140-0702.003	NANDY F. CAUVIL-DUVERGLAS	149 E DEAN ST	11/15/21	11/18/21	\$1,857.02
63	3	140-0799.000	DORIS BOND	212 E DEAN ST	8/11/22	8/12/22	\$32.26
64	3	140-1167.005	FERNANDO HILL	94 HARRIS AVE	12/8/22	12/16/22	\$301.81
65	3	150-0260.000	CHARLES CARTER	20 LILLIAN AVE	11/8/22	11/15/22	\$1,040.91
66	3	150-0742.005	LORAIN GRAY & JOAN MONTAGUE	14 SAGAMORE ST	2/2/23	2/15/23	\$77.07
67	3	150-0811.000	JIMMIE E DYSART DPA	54 SAGAMORE ST	11/10/22	11/15/22	\$1,422.29
68	2	150-1453.004	ANDY & MARYAM MARDICE	144 E SEAMAN AVE	5/12/22	5/16/22	\$63.14
69	3	160-0435.018	OLIVIA CAMERON & DAVIS DORAN	47 INDEPENDENCE AVE	2/14/23	2/16/23	\$722.48
70	3	160-0446.008	ANA ANIL	47 INDEPENDENCE AVE	8/15/22	8/15/22	\$79.73
71	3	160-0751.002	MARY MILLIGAN	168 INDEPENDENCE AVE	8/22/22	8/24/22	\$2,270.39
72	3	160-1139.004	ADRIAN JAMES	46 LEONARD AVE	1/23/23	1/26/23	\$8,165.42
73	2	160-1321.007	MONIQUE A POWELL	96 LEONARD AVE	4/19/22	4/20/22	\$1,885.64
74	3	160-1421.008	KELLY WILLIAMS	1 ROGERS PL	8/22/22	8/24/22	\$168.00
75	3	160-1431.008	SHA-REE CLARK DPA	3 ROGERS PL	9/6/22	9/12/22	\$291.42
76	2	160-1610.008	FLORA M GARCIA	47 STEVENS ST	4/4/22	4/14/22	\$58.83
77	2	160-1821.002	SCOTT ISSAC SELWYN	80 STEVENS ST	4/25/22	4/26/22	\$2,843.96
78	3	165-0341.018	WAKEENA WARING	102 COLONIAL AVE	2/17/23	2/24/23	\$119.74

79	3	165-0535.011	PAMELA PETTIFORD	181 COLONIAL AVE	8/16/22	8/17/22	\$9,433.82
80	3	165-0598.000	LOUISE BEEKS	12 ELLISON AVE	7/14/22	8/15/22	\$546.79
81	3	170-1571.002	ALTON J LEWIS	179 WILSON PL	10/7/22	10/19/22	\$96.89
82	3	175-1516.000	ELIZABETH MC LAUGHLIN	166 W SEAMAN AVE	12/21/22	12/27/22	\$102.72
83	2	175-1850.001	WINSTON H COBBS JR	339 W SEAMAN AVE	4/26/22	4/29/22	\$73.76
84	2	175-2090.004	NIERRAH PIARD	32 LENA AVE	5/18/22	5/19/22	\$53.15
85	3	175-2470.002	LISA SHAPIRO	212 LENA AVE	6/28/22	6/30/22	\$738.11
86	2	175-2660.003	JEFFERY PETTAWAY	272 LENA AVE	4/25/22	5/31/22	\$264.42
87	2	180-0530.007	ZORAIDA NUNEZ	98 CRAIG AVE	3/29/22	3/30/22	\$540.34
88	3	180-0557.008	SHEENA JONES	107 CRAIG AVE	8/1/22	8/12/22	\$206.87
89	3	180-1463.001	DARREN DEVORE	15 HIGH PL	7/21/22	7/26/22	\$77.50
90	3	185-1570.018	BARBARA RENEA BROOKS	72 PEARSALL AVE	1/3/23	1/17/23	\$561.15
91	2	185-1860.001	ROBERT P WILLIAMS	143 PEARSALL AVE	5/27/22	5/27/22	\$1,492.44
92	2	190-0595.008	NATHANIEL JEFFERS	65 MOUNT JOY AVE	3/16/22	3/21/22	\$329.88
93	2	190-1302.003	JENNIFER A COLE	47 PRINCE AVE	4/19/22	4/20/22	\$1,769.63
94	3	195-0301.003	JILL M STAATS	2 DELAWARE CIR	10/11/22	10/19/22	\$73.60
95	3	195-0652.002	GERALD D WILLIAMS DIP	304 N BROOKSIDE AVE	1/17/23	1/18/23	\$6,627.75
96	3	195-1029.005	WILLIE E MENEFE	2 WILLOWBROOK LN	7/25/22	7/26/22	\$131.90
97	2	210-0214.023	CARMEN & THOMAS MARTINEZ	99 N LONG BEACH AVE	4/14/22	5/24/22	\$2,428.82
98	2	210-0923.009	LESLEY DODARD	335 N LONG BEACH AVE	2/24/23	2/27/23	\$15.98
99	3	210-0971.010	FRANCES GONZALES	357 N LONG BEACH AVE	1/3/23	1/17/23	\$710.82
100	2	220-0050.001	MARIA COLOME	41 N BERGEN PL	3/16/22	5/16/22	\$534.66
101	2	220-0060.001	MARIA COLOME	41 N BERGEN PL	3/16/22	5/16/22	\$163.75
102	2	220-0731.012	NICOLAS GALDAMEZ	93 N GROVE ST	4/1/22	4/14/22	\$120.91
103	2	220-1175.003	MONIQUE BAILEY RUSHDAN	91 LINCOLN PL	4/28/22	4/29/22	\$309.13
104	2	220-2260.006	TROY POLLIDORE	15 W WOODBINE DR	4/12/22	4/14/22	\$408.65
105	3	230-0031.000	THOMAS THORNE	171 S BROOKSIDE AVE	11/8/22	11/15/22	\$1,444.44
106	3	230-0139.004	JOAN & KRISTAIN FENNELL	207 S BROOKSIDE AVE	7/5/22	7/13/22	\$4,434.75
107	2	230-1510.003	JULIO SOTO	159 PARK AVE	3/8/22	3/17/22	\$995.91
108	3	230-1945.000	FLORENCE FAUSER	146 STOKES AVE	6/15/22	6/16/22	\$26.97
109	2	230-2290.001	CHRISTOS KOUTSIUMBIS	197 SWEETZ AVE	4/11/22	4/14/22	\$28.02
110	3	235-1942.010	ERIC ALVAREZ	397 GUY LOMBARDO AVE	12/22/22	12/28/22	\$2,536.96
111	2	235-2143.008	JOSE NUNEZ	435 GUY LOMBARDO AVE B	4/20/22	4/25/22	\$574.74
112	3	240-0100.003	CHRISTOPHER DOUGLAS	97 S-BAYVIEW AVE	1/17/23	1/17/23	\$131.66
113	3	240-0140.002	ROSANNA RODRIGUEZ	199 S BAYVIEW AVE	10/13/22	10/17/22	\$884.59
114	3	240-0210.000	JAMES KAYLOR	227 S BAYVIEW AVE	8/29/22	8/30/22	\$493.38
115	3	240-0665.001	KENNETH DINSMORE	460 S BAYVIEW AVE	10/7/22	10/19/22	\$36.20
116	3	240-0669.014	KENNETH DINSMORE	460 S BAYVIEW AVE	10/7/22	10/19/22	\$40.67
117	2	240-0883.001	JOSEPH F RYZAK JR	463 S BAYVIEW AVE	5/27/22	5/27/22	\$1,610.48
118	3	245-3263.023	CLEOETHA CHAMBERS HAYES	29 MURIEL ST	9/23/22	9/30/22	\$3,029.59

119	2	245-3390.002	SARBJIT SINGH	45 BUCHANAN ST	3/1/22	3/17/22	\$4,290.81
120	2	250-0773.006	SHARON EDWARDS	409 S LONG BEACH AVE	3/8/22	3/17/22	\$805.87
121	3	250-0804.001	DAVID P NEWBERRY	429 S LONG BEACH AVE	10/12/22	10/19/22	\$205.89
122	2	250-0859.001	HECTOR MONTESDEOCA-DIP	450 S LONG BEACH AVE	5/2/22	5/16/22	\$1,358.36
123	2	250-1261.006	BISMILLAH HOMES INC	72 ROOSEVELT AVE	5/13/22	5/18/22	\$270.23
124	2	250-1342.000	CHARLES FANELLI	131 ROOSEVELT AVE	4/7/22	4/14/22	\$163.41
125	3	250-1791.026	BLUESKY RESOURCES INC	295 ROOSEVELT AVE	10/19/22	3/16/23	\$28.46
126	2	255-0060.001	JAMES E LYONS	22 WESTSIDE AVE	8/5/22	8/12/22	\$0.10
127	3	255-0153.008	MARISSA YOUNG	43 WESTSIDE AVE	10/25/22	10/25/22	\$1,233.75
128	3	255-1672.001	ELIZABETH MOULTERIE	160 CEDAR ST	2/8/23	2/16/23	\$570.81
129	3	255-2100.006	MARJORIE L FACEY	627 S BAYVIEW AVE	12/5/22	12/16/22	\$29.73
130	3	260-0390.001	MARK ALMODOVAR	336 S OCEAN AVE	2/6/23	2/15/23	\$1,008.91
131	3	260-1111.003	PHILIP A FROEHLE	234 MILLER AVE	2/13/23	2/15/23	\$949.15
132	3	260-1378.005	ANNETTE HARRIS JAHARDSON RICHARDSON	320 MILLER AVE	10/7/22	10/19/22	\$6,679.61
133	3	260-1378.006	JULIAN M ISAACS	320 MILLER AVE	1/30/23	1/31/23	\$914.37
134	3	260-1931.001	FLORA CATO	12 CEDAR ST	1/26/23	1/27/23	\$381.94
135	3	270-1090.002	MONIQUE C ANDERSON	68 SPORTSMANS AVE	9/22/22	9/30/22	\$552.85
136	3	270-1367.010	LISA CRUZ	173 SPORTSMANS AVE	6/2/22	6/14/22	\$60.77
137	3	270-1501.004	POSH D LLC	211 SPORTSMANS AVE	2/24/22	3/17/22	\$2,825.28
138	3	270-1944.003	COLLIN AHRENS	302 ARTHUR ST	10/14/22	10/19/22	\$105.78
139	3	280-0129.011	VIRGILIO GOMEZ	38 BEDELL ST	7/20/22	7/26/22	\$178.86
140	3	280-0222.018	MARLENE ESPERANZA	55 BEDELL ST	9/19/22	10/25/22	\$1,890.87
141	2	280-0302.014	MARGARITA REYES	87 BEDELL ST	5/12/22	5/16/22	\$28.98
142	3	280-1953.006	NOLVIA MATA	54 BEDELL ST	6/16/22	6/22/22	\$153.57
143	2	290-0451.001	JAVIER ALTAMIRANO	312 LOCUST AVE	3/25/22	3/28/22	\$715.06
144	2	290-0764.012	JING WAN	173 ROSE ST	9/15/22	9/30/22	\$16.37
145	3	290-0977.002	IRMA Y RIVAS	256 ROSE ST	2/8/23	2/15/23	\$189.75
146	2	290-1220.003	ANA RAMIREZ	377 ROSE ST	9/9/22	9/12/22	\$12.95
147	2	300-1035.003	DENNIS CASALI	497 ARCHER ST	7/19/22	7/21/22	\$24.17
148	3	300-1211.004	MAYNOR MATA	537 ARCHER ST	12/27/22	12/28/22	\$31.26
149	2	300-1621.003	MARGARET RICE	130 WHALEY ST	4/28/22	4/29/22	\$105.20
150	3	300-1621.004	MARGARET RICE	130 WHALEY ST	8/22/22	9/30/22	\$154.48
151	3	300-1860.001	ALLEN M MORRISON	189 WHALEY ST	8/18/22	8/19/22	\$87.07
152	3	310-0800.006	CHAITANYA KADIYALA	424 ATLANTIC AVE	11/8/22	11/15/22	\$517.58
153	3	310-3280.004	TECHNOLOGY PROFESSIONALS INC.	185 ATLANTIC AVE	2/22/23	2/24/23	\$642.71
154	3	320-2400.003	DIANA SUTCLIFFE	49 W THIRD ST	1/9/23	1/26/23	\$38.31
155	3	320-3066.001	PAUL J GIOE	210 GORDON PL	6/3/22	6/14/22	\$32.52
157	3	325-2158.003	DAMON PERSAD	35 ANN DRIVE E	8/15/22	8/15/22	\$172.41
158	2	330-0950.004	RODERICK GEOGHEGAN	526 S OCEAN AVE	3/4/22	3/17/22	\$274.38
159	3	330-1072.019	LATONYA BROWN	563 S OCEAN AVE	12/27/22	12/30/22	\$716.67

160	3	330-1187.007	NIA U HILTON	589 S OCEAN AVE	1/4/23	1/17/23	\$134.97
161	3	330-1709.010	HARLEY G HOUSE	363 MILLER AVE	8/17/22	8/19/22	\$50.00
162	2	330-2334.009	JOHN MORREALE	624 MILLER AVE	4/22/22	4/26/22	\$46.04
163	3	335-0664.001	PETER MILITRANO	44 LAYTON ST	7/26/22	8/24/22	\$210.05
164	3	335-1121.001	ROCCO V SAGARESE	79 MARTHA ST	7/1/22	7/13/22	\$133.50
165	3	335-1250.002	SHARON JACKSON	20 NORTON ST	8/30/22	8/30/22	\$65.73
166	3	335-1250.003	824 BAY ST LLC	20 NORTON ST	1/17/23	1/26/23	\$99.71
167	3	335-2442.006	DANNY G AZUA	662 GUY LOMBARDO AVE	11/21/22	11/28/22	\$1,137.13
168	3	338-0011.001	7 ROBERTS HOMES CORP	7 ROBERT ST	2/21/23	2/24/23	\$204.12
169	2	338-0361.000	DANIEL J DAUM	94 ROBERT ST	2/3/23	2/15/23	\$10.67
170	2	338-0729.006	ERNEST POOLE	20 VAN BUREN ST	4/13/22	4/14/22	\$100.76
171	2	338-0882.002	BRENDA PANDOLFO	57 VAN BUREN ST	5/26/22	5/27/22	\$693.25
172	3	338-1750.000	GEORGE DURAND	7 HOWARD AVE	10/28/22	10/31/22	\$44.72
173	3	340-0230.006	JJNAKB LLC	200 BRANCH AVE	10/6/21	10/14/21	\$914.83
174	3	340-0310.007	FIKISHA N WELCH	251 BRANCH AVE	6/20/22	6/22/22	\$376.01
175	3	340-0330.004	LAURA SIMMONS	255 BRANCH AVE	10/12/22	10/19/22	\$46.95
176	2	340-1925.001	QUINTON MURRY	239 ST MARKS AVE	10/12/22	10/19/22	\$11.66
177	2	345-0092.001	CLYDE RAMPERSAD	219 NASSAU AVE	5/16/22	5/18/22	\$220.77
178	2	345-0301.007	TASHAWNA ROBERTS	303 NASSAU AVE	3/1/22	3/17/22	\$46.92
179	3	345-0321.003	AMEISHA MOORE	313 NASSAU AVE	6/30/22	7/13/22	\$199.72
180	2	345-2074.005	STEVEN DIMARE	847 S LONG BEACH AVE	2/1/23	2/15/23	\$0.02
181	3	345-2232.005	ARTHUR M JUERS	919 S LONG BEACH AVE	10/3/22	10/19/22	\$45.74
182	2	360-0634.015	SHANIKA A GRAHAM	56 BROADWAY	10/11/22	10/19/22	\$22.02
183	3	360-0820.007	ANA GABRIELA PAZMINO	56 BROADWAY	12/12/22	12/16/22	\$254.27
184	3	360-1233.019	SHATISHA M ALLEN	35 N COLUMBUS AVE	1/4/23	1/17/23	\$142.39
185	3	360-1562.000	DELORES HINNANT	25 GRAFFING PL	1/26/23	1/31/23	\$199.32
186	3	360-3201.007	ROSABELLE TALBIRD	250 S MAIN ST	9/29/22	9/30/22	\$76.74
187	3	360-3682.000	ARY MC FADDEN	40 GRAFFING PL	10/3/22	10/19/22	\$1,072.82
188	3	360-3704.002	OSCAR POLO BATISTA	49 GRAFFING PL	12/29/22	12/30/22	\$203.99
189	3	360-3723.001	MARTINA FERNANDEZ	57 GRAFFING PL	6/6/22	6/14/22	\$1,940.90
190	2	370-0060.004	JAMES SMITH	109 PINE ST	5/27/22	5/31/22	\$15.31
191	3	370-0532.010	NATIVIDAD INFANTE DILONE	148 PINE ST	12/14/22	12/16/22	\$258.62
192	3	370-1518.014	MARY E GREGORY	48 S LONG BEACH AVE	6/9/22	6/14/22	\$87.66
193	3	370-1706.013	AMADEO YANES	48 S LONG BEACH AVE	1/11/23	1/17/23	\$789.04
194	2	370-1933.006	116 WEST MERRICK ASSOCIATES LLC	116 W MERRICK RD	11/2/22	11/15/22	\$7.43
195	3	370-1983.012	MARY ANN MC MURRAY	116 W MERRICK RD	8/16/22	8/17/22	\$63.68
196	2	370-2393.011	J SCHNEIDER GROUP LTD	190 W MERRICK RD	3/10/22	3/17/22	\$17.51
197	3	370-2473.007	GUALDA RICHARD	190 W MERRICK RD	2/27/23	2/28/23	\$29.43
198	2	370-2536.007	KHADE SMITH	190 W MERRICK RD	4/7/22	4/14/22	\$139.03
199	3	370-2968.006	FIDEL PEREZ	200 W MERRICK RD	9/28/22	9/30/22	\$49.56

200	3	370-3220.009	GLENYS MARTE	200 W MERRICK RD	4A	9/9/22	9/12/22	\$187.80
201	3	370-3251.014	GLADYS SANTOS	200 W MERRICK RD	4D	10/11/22	10/17/22	\$237.06
202	3	370-3325.006	WILBER RON SEABROOK	178 PINE ST	C	9/1/22	9/12/22	\$142.67
203	3	371-0926.006	ERROL MUNAO	150 S OCEAN AVE	1AA-SUPER	8/26/22	8/30/22	\$117.45
204	3	371-1962.011	RAMON D LOPEZ	76 S BERGEN PL	1C	8/31/22	8/31/22	\$397.18
205	3	371-2157.006	OTTO AVALOS SANDRA ILLESCAS	76 S BERGEN PL	3B	8/19/22	8/24/22	\$58.82
206	2	371-2332.010	CHANELL F DUNCAN	76 S BERGEN PL	2V	4/25/22	4/26/22	\$808.88
207	3	371-2856.017	WAYNE WALLACE	88 S BERGEN PL	A12	7/1/22	7/13/22	\$53.07
208	3	371-3149.015	SAMUEL EKUS	88 S BERGEN PL	A24	1/23/23	1/26/23	\$48.61
209	3	371-3343.009	WILBERT GIDDIENS	98 ROSE ST	E	10/18/22	10/19/22	\$222.85
210	2	371-3653.019	BENJAMIN BONILLA TAVAREZ	98 ROSE ST	1K	10/18/22	10/19/22	\$13.01
211	3	372-0242.008	FRANCISCO HERNANDO	287 W MERRICK RD	2Q	11/10/22	11/15/22	\$39.11
212	3	372-0265.017	VICENTE ZAPATA-DURAN	287 W MERRICK RD	1K	10/20/22	10/25/22	\$65.57
213	3	372-3702.003	GAVI LUSTERMAN	250 W MERRICK RD	1C	2/28/23	2/28/23	\$34.31
214	2	372-4236.015	KRISTEN A COLSON	125 S BAYVIEW AVE	3C	12/30/22	12/30/22	\$21.50
215	3	372-4239.014	RODNEY PRUITT LS	125 S BAYVIEW AVE	3D	10/4/22	10/19/22	\$100.67
216	2	372-4263.026	ANDREA CARTER	125 S BAYVIEW AVE	3F	8/17/22	8/19/22	\$15.19
217	2	372-4275.026	EAGLE ROCK MGMT.	125 S BAYVIEW AVE	3G	5/16/22	5/18/22	\$22.42
218	3	372-4318.029	TRINEENA & YAHN ISRAEL	125 S BAYVIEW AVE	2C	1/23/23	1/26/23	\$81.54
219	2	372-4338.021	CARLOS L VARGAS	125 S BAYVIEW AVE	2E	7/8/22	7/13/22	\$23.86
220	2	372-5123.012	KARINA NAVARRO BAEZ	136 SMITH ST	2B	4/5/22	4/14/22	\$254.21
221	3	372-5613.005	ROSEBERT SYLVESTRE	145 SMITH ST	24D	9/27/22	9/30/22	\$102.92
222	3	372-5754.006	LIZARDO ANTONIO LIRIANO	153 SMITH ST	7F	2/25/22	3/17/22	\$177.75
223	2	372-5754.007	SPIGRO EQUITIES LLC	153 SMITH ST	7F	7/7/22	7/13/22	\$10.02
224	2	372-6094.001	JOSE N GARCIA	152 SMITH ST	36A	2/28/23	2/28/23	\$12.64
225	3	373-1162.002	GAY REGAN	212 WESTEND AVE	7C	2/22/23	2/24/23	\$25.24
226	2	373-2095.002	HARVEY BOUCHARD	4 FLORENCE AVE	4D	6/7/22	6/14/22	\$13.81
227	3	373-2561.001	KATHY A BENDER	20 FLORENCE AVE	26B	8/12/22	8/15/22	\$129.53
228	2	373-2616.010	JOAN MILLER	22 FLORENCE AVE	27A	8/24/22	8/30/22	\$9.83
229	2	373-2932.009	NANCY T MUNGIOVI	31 CASINO ST	2D	6/20/22	6/22/22	\$14.77
230	2	373-5331.002	RICARDO LUSHINGTON JR.	531 RAY ST	13	3/18/22	3/21/22	\$2,502.31
231	3	374-7077.004	JARED RENNERT	194 SMITH ST	1Q	6/20/22	6/22/22	\$45.79
232	2	374-7433.015	FANNIE MAE	222 SMITH ST	2A	10/27/22	10/31/22	\$7.43
233	3	374-8216.003	MARIA CANELLA	160 GUY LOMBARDO AVE	3E	7/20/22	7/26/22	\$134.03
234	3	374-8274.004	ANTONIO RODRIGUEZ	160 GUY LOMBARDO AVE	2E	11/10/22	11/15/22	\$69.49
235	2	374-8322.019	JOSE A MORONTA	160 GUY LOMBARDO AVE	1F	5/4/22	5/16/22	\$39.45
236	3	374-8683.013	PRESIA MUNROE	180 GUY LOMBARDO AVE	S	7/19/22	7/21/22	\$332.24
237	2	374-8740.010	JUNARD HOUSE	280 GUY LOMBARDO AVE	3A	11/2/22	11/15/22	\$7.68
238	3	374-9173.023	JUNARD HOUSE	280 GUY LOMBARDO AVE	3M	11/21/22	11/28/22	\$171.10
239	3	380-0247.004	JERIELIZ APONTE PEREZ	20 RANDALL AVE	2B	7/20/22	7/26/22	\$138.94

240	3	380-0864.008	ANGELINA CRUZ	20 RANDALL AVE	4V	8/8/22	8/12/22	\$162.28
241	2	380-1103.002	CLARICE DIAZ	40 RANDALL AVE	202	8/19/22	8/24/22	\$19.00
242	3	380-1276.016	MARISOL LOPEZ	40 RANDALL AVE	219	11/30/22	11/30/22	\$194.93
243	3	380-1553.014	AUSTRINA E VENTURA	40 RANDALL AVE	116	11/3/22	11/15/22	\$298.72
244	3	380-1675.011	JORGE BURGESS	75 RANDALL AVE	4D	9/15/22	9/30/22	\$518.34
245	2	380-1715.014	FREEPARK ASSOC.	75 RANDALL AVE	4H	3/3/22	3/17/22	\$231.69
246	3	380-1769.011	FREEPARK ASSOC.	75 RANDALL AVE	3D	12/9/22	12/16/22	\$97.75
247	3	380-3053.007	CLAUDIA MANNING	99 RANDALL AVE	4F	8/26/22	8/31/22	\$65.35
248	2	380-3313.005	JAMES K LYEYU	99 RANDALL AVE	2K	10/21/22	10/25/22	\$12.51
249	3	380-4327.008	FREDERMA TREJO	145 RANDALL AVE	5	11/30/22	11/30/22	\$49.40
250	3	380-4338.011	LUISA LAMAR	145 RANDALL AVE	6A	12/5/22	12/16/22	\$29.19
251	3	381-4670.016	INGRID O SANTAMARIA	22 PEARSALL AVE	3A	7/11/22	7/13/22	\$83.60
252	3	381-4824.018	MISS DELL L ALEXANDER	22 PEARSALL AVE	11A	9/6/22	9/12/22	\$1,328.81
253	3	381-4939.015	CARLA ABREU VICIOSO	52 RUSSELL PL	1A	8/29/22	8/31/22	\$47.23
254	3	381-5079.008	LUIS E FERNANDEZ	52 RUSSELL PL	3B	11/1/22	11/15/22	\$106.59
255	3	381-5281.013	JOSE MARTINEZ	52 RUSSELL PL	4M	9/6/22	9/12/22	\$87.95
257	3	381-6170.006	EDNA WHALEY	100 BROOKLYN AVE	1U	7/14/22	7/15/22	\$387.12
258	2	381-7100.006	CHRISTOPHER BURKART	110 BROOKLYN AVE	4Y	1/27/23	1/31/23	\$16.09
259	3	381-7872.002	MARTHA I BELTRE	44 N GROVE ST	3S	11/9/22	11/15/22	\$826.72
260	3	381-9040.008	SUSANA TAVERAS	30 BROOKLYN AVE	5	10/17/22	10/19/22	\$444.57
261	2	381-9120.016	ISAURA ESTEVEZ CHECO	30 BROOKLYN AVE	14	2/10/23	2/15/23	\$17.26
262	3	384-0751.022	HENRY KRIETE	30 N LONG BEACH AVE	1C	2/3/23	2/15/23	\$116.04
263	3	384-0985.011	HUMBERTO HERRERA	30 N LONG BEACH AVE	1L	9/6/22	9/12/22	\$151.32
264	2	384-1292.006	MISS MARIA PICHARDO ALMONTE	30 N LONG BEACH AVE	1V	3/23/22	3/28/22	\$917.98
265	3	384-1904.009	BETHANY & RAMON BLASDIMIR GARCIA	56 N LONG BEACH AVE	1D	12/1/22	12/16/22	\$41.11
266	3	384-2029.010	KEITH L. STANLEY JR.	56 N LONG BEACH AVE	2H	10/31/22	10/31/22	\$119.67
267	3	384-2365.025	KERRY LEE ZORN	85 N LONG BEACH AVE	1G	1/27/23	1/31/23	\$423.63
268	3	384-2923.018	JUANA MORENO CIFUENTES	30 WALLACE ST	3B	6/30/22	7/13/22	\$44.63
269	3	384-3201.020	NICOLE DELANCE	30 WALLACE ST	1C	7/19/22	7/21/22	\$68.25
270	2	384-3434.009	GABRIEL PAEZ	30 WALLACE ST	1S	1/3/23	4/17/23	\$24.99
271	3	384-3516.004	JOHN LABERT DPA	50 N BERGEN PL	3B	6/15/22	6/16/22	\$373.35
272	2	384-4763.008	FREEPARK ASSOC.	65 N OCEAN AVE	4K	5/2/22	5/16/22	\$21.18
273	2	384-5125.006	JULIE KIM	45 WALLACE ST	217	6/9/22	6/14/22	\$12.68
274	3	384-5400.003	JOSEPH LAFLEUR	45 WALLACE ST	506	7/1/22	7/13/22	\$169.97
275	3	390-1190.002	MAY YANDOLINO	1 ANCHORAGE WAY	1207	11/8/22	11/15/22	\$1,812.61
276	2	390-2180.007	RUTH POPRILLO	725 MILLER AVE	301	5/20/22	5/24/22	\$1,800.45
277	3	390-2450.008	NASHAWN CLARKE	725 MILLER AVE	216	6/16/22	7/13/22	\$1,252.72
278	3	390-2520.009	JEFF S THOMAS	725 MILLER AVE	309	6/15/22	6/16/22	\$506.88
279	3	390-3100.004	THOR M WRIGHT	725 MILLER AVE	334	11/3/22	11/15/22	\$204.75
280	2	390-4010.008	JOSEPH HERRERO	825 S OCEAN AVE	2	11/16/22	11/17/22	\$1.09

281	2	390-4170.006	CHESTRA NICOSIA	825 S OCEAN AVE	18	9/13/22	9/30/22	\$20.00
Overall - Summary								\$202,660.37

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

To: Mayor Robert Kennedy

From: Conor Kirwan

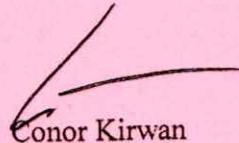
Date: February 5, 2025

RE: DR Data Agreement

Attached please find a proposed renewal contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, to provide for data entry and administrative services related to the Fire Department Length of Service Award Program. Specifically, DR Data gathers and reports all eligible activities and attendance to the program.

The contract is for a term effective March 1, 2025 and is charged as a program expense to the LOSAP fund. The yearly cost is \$42,500 payable quarterly at the rate of \$25.00 per hour. There is an increase of \$500 to the total cost from last year. This contract is separate and distinct from that of DR Data to perform Emergency Management Fire Department services.

If this meets with your approval please place this on the next available Board agenda to renew the contract with DR Data to provide for data entry and administrative services related to the Fire Department Length of Service Award Program.


Conor Kirwan

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

WHEREAS, the Incorporated Village of Freeport is in need of the services of a company proficient in computer programming and data management/disbursement expert relative to the operations of the Freeport Fire Department and Emergency Management, as well as the Length of Service Award Program (LOSAP) for the Fire Department; and

WHEREAS, DR Data Solutions, 196 Jamie Drive, Wakefield, New Hampshire, 03872 is a company possessed of certain skills, knowledge and expertise of a specialized nature in the field of computer programming, data collection management, and disbursement; and

WHEREAS, the procurement of these services is exempt from the provisions of General Municipal Law §103 as they are for professional services of a specialized nature; and

WHEREAS, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

WHEREAS, there is no prohibited conflict of interest created by the approval of this contract; and

WHEREAS, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services; and

WHEREAS, the cost of the services will be charged as a program expense to the LOSAP fund; and

NOW THEREFORE BE IT RESOLVED, as follows:

1. Freeport retains the services of DR Data Solutions, to perform computer programming; data collection, management, and distribution relative to the operations of the Freeport Fire Department, and Emergency Management on behalf of Freeport, pursuant to the terms and conditions of a written contract.
2. That the compensation for such services be and hereby is set as follows: \$25.00 per hour for a not to exceed the annual cost of \$42,500 (an increase of \$500 to the total cost from last year).
3. That the term for this Agreement be for one year beginning March 1, 2025 and terminating on February 28, 2026.
4. All computerized information concerning the Freeport Fire Department, its personnel, operations, programs and those of the Emergency Management Department and LOSAP Program shall be downloaded into the Incorporated Village of Freeport's mainframe immediately under the supervision of Freeport's Computer Department.

5. Donald Rowan, the spouse of the president of DR Data Solutions shall receive no compensation from the Freeport Fire Department for work done or being done on Freeport Fire Department's LOSAP Program.
6. The funding for this contract will be paid via the Village's LOSAP program and thereby will be incurring no direct cost to the Village.
7. That the Mayor be and hereby is authorized to execute on behalf of the Incorporated Village of Freeport a contract for professional services, together with such other documents necessary to implement the terms and conditions of this Resolution.

The Clerk polled the Board as follows:

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

This agreement made the _____ day of _____ 2025, by and between the Incorporated Village of Freeport, a municipal corporation of the State of New York having its principal office at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as the "Village") and Deborah Rowan, d/b/a DR Data Solutions, with offices at 196 Jamie Drive, Wakefield, New Hampshire, 03872 (hereinafter referred to as "DR Data Solutions")

WITNESSETH:

WHEREAS, DR Data Solutions, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport, in particular computer services related to the operations of the Freeport Fire Department, Building Department and Human Resources;

WHEREAS, DR Data Solutions, 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 mutually agreed by and between the parties hereto as follows:

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

1. *Contract.*

The Village hereby contracts with DR Data Solutions, as an independent contractor upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026, with the right by either party to terminate this Agreement upon 30 days written notice.

3. *Compensation.*

For all services rendered by DR Data Solutions, under this Agreement, the Village shall pay DR Data Solutions, a fee not to exceed \$42,500.00. All services to the Village shall be accompanied by an itemized listing of all charges incurred. The billing rate for the services will be \$25.00 per hour.

4. *Duties.*

DR Data Solutions, services shall include the services referenced in the proposal annexed hereto as Exhibit A.

5. *Extent of Services.*

DR Data Solutions, represents that it is operated by Deborah Rowan who is also the principal shareholder. DR Data Solutions, shall devote such time, attention and energies to the IVF as is required. DR Data Solutions, 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 DR Data Solutions, shall not disclose any information, Village documents and/or other information given to or acquired by it in the course of performing its duties.

6. *No Participation.*

DR Data Solutions, acknowledges and agrees that this contract shall not give or extend to him any rights with respect to additional contributions by the Village 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 Village harmless from any employment, income or other taxes which may be assessed in connection with payments to DR Data Solutions, under the terms of this Agreement.

7. *Death or Disability.*

If due to death, disability or illness, Deborah Rowan is unable to perform services, the Village hereby reserves the right to cancel this Agreement upon ten (10) days written notice to DR Data Solutions.

8. *Assignment.*

This Agreement may not be assigned without the prior written consent of the Village.

9. *Notices.*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (2) 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, New York, 11520

DR Data Solutions Inc.
196 Jamie Drive
Wakefield, New Hampshire,
03872

10. *Entire Agreement and Waiver.*

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

11. *Amendments.*

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

12. *Parties in Interest.*

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

13. *Severability.*

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

14. *Subject Headings.*

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

15. *Applicable Law.*

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

IN WITNESS WHEREOF, the parties have executed this agreement, the day and year first written above and the Village has executed this agreement the _____ day of _____, 2025.

ROBERT T. KENNEDY
Mayor, Incorporated Village of
Freeport

DEBORAH A. ROWAN
President
DR Data Solutions

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

To: Mayor Robert T. Kennedy

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

Date: February 18, 2025

RE: COW MEADOW PARK PLAYGROUND REPLACEMENT

The Village is eligible for a grant from the Freeport Community Development Agency for the playground replacement at Cow Meadow Park. The project calls for the installation of new play equipment and safety surfacing for the south playground at the park.

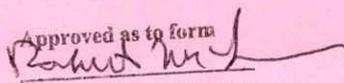
The Village will procure this contract through Sourcewell (contract # 010521-LSI) and therefore this project does not need to go out to bid by the Village. Sourcewell is a national corporative purchasing agreement that allows Municipalities to award contracts based on Sourcewell's established competitive solicitations.

The cost of this project will be \$368,126.55 through the Sourcewell contract. Attached is a copy of the estimate for your use. Funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00. It is anticipated that the Freeport Community Development Agency will reimburse the Village for this cost.

Accordingly, it is recommended that the procurement of the furnishing and installation of a new playground at Cow Meadow Park, be awarded to, **Landscape Structures, Inc. 601 – 7th Street South, Delano, MN 66328-0198 in the amount of \$368,126.55.**



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village is eligible for a grant from the Freeport Community Development Agency for the playground replacement at Cow Meadow Park; and

WHEREAS, the project calls for the installation of new play equipment and safety surfacing for the south playground at the park; and

WHEREAS, the Village will procure this contract through Sourcewell (contract # 010521-LSI) and therefore this project does not need to go out to bid by the Village; and

WHEREAS, Sourcewell is a national corporative purchasing agreement that allows Municipalities to award contracts based on Sourcewell's established competitive solicitations; and

WHEREAS, the cost of this project will be \$368,126.55 through the Sourcewell contract; and

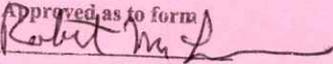
WHEREAS, the Superintendent of Public Works is requesting Board approval for the procurement of the furnishing and installation of a new playground at Cow Meadow Park, be awarded to, Landscape Structures, Inc. 601 – 7th Street South, Delano, MN 66328-0198, in the amount of \$368,126.55; and

WHEREAS, funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022, in the amount of \$2,500,000.00; it is anticipated that the Freeport Community Development Agency will reimburse the Village for this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to sign any document necessary to award for the procurement of the furnishing and installation of a new playground at Cow Meadow Park to Landscape Structures, Inc. 601 – 7th Street South, Delano, MN 66328-0198, in the amount of \$368,126.55.

The Clerk polled the Board as follows:

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

Approved, as to form

Deputy Village Attorney



PROPOSAL



Awarded Contract

Contract # 010521-LSI

2/12/2025

265 Post Avenue, Westbury, NY 11590
516-338-1630 (office) 516-338-1631 (Fax)

ALL PURCHASE ORDERS, CONTRACTS,
AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

PO #

CONTACT: Inc. Village of Freeport
PHONE: 516-852-3062
FAX: 516-378-0482
email: Aesposito@freeportny.gov

Destination: _____

FREIGHT Prepaid Collect

SHIP TO: Inc. Village of Freeport
Public Works Department
46 North Ocean Ave
Freeport, NY 11520
BILL TO: Village of Freeport Cow Meadow Park
701S. Main Street
Freeport, NY 11520

TBD
TERMS (Subject To Credit Approval By LSI)

3-5 Week Lead Time
SHIPPING TIME

Equipment Pricing Good for 60 Days from Date of Proposal
All Other Pricing Good for 60 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
Project: Cow Meadow Option1				
1	PlayBooster	Playbooster 5-12 Option 1	\$ 125,834.75	\$ 125,834.75
1	Installation	Installation of Playbooster 5-12 Option 1	\$ 66,646.80	\$ 66,646.80
4300	Surfacing	Turf Safety Surfacing, 4300 sqft	\$ 32.40	\$ 139,320.00
1	Curb/Sitework	300 Linear Feet of Concrete Curb, 6" Wide	\$ 27,825.00	\$ 27,825.00
Price includes Sourcewell discount on Equipment only.				
This proposal does not include installation.				

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE
ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER
RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Shipping packages are usually heavy and awkward and require mechanical handling to accomplish truck unloading at destination. Truck unloading and job site work are extra and not included.

ACCEPTED BY CUSTOMER _____ DATE _____

PRINT NAME Craig Heslin DATE 2/12/2025

PROPOSED BY LSI REPRESENTATIVE _____ DATE _____

PRINT NAME Craig Heslin

SUBTOTAL MATERIAL	\$ 359,626.55
INSTALLATION	NOT INCLUDED
Freight	\$ 8,500.00
SALES TAX	N/A
TOTAL	\$ 368,126.55

Issue PO, deposit and all documentation to: Landscape Structures, Inc. 601 - 7th Street South Delano, MN 55328-0198 763.972.3391	Send Order (for processing) to: Site Specialists, Ltd. 265 Post Avenue, Suite #365 Westbury, NY 11590 516-338-1630 Fax 516-338-1631 Package to include signed PO, Deposit, Tax Exempt, and approved shop drawings.
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**INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

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

Date: February 18, 2025

Re: 2025 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE

Seventeen (17) bids were distributed and one (1) bid was received on February 18, 2025 for the referenced requirements contract. This contract provides contractual unit prices for the disposal of Municipal Solid Waste.

Reworld Hempstead Company, 600 Merchants Concourse, Westbury, N.Y. 11590 was the sole bidder for solid waste disposal at a total cost of \$1,600,210.00 per year. We have reviewed and checked the bid and find it in good order. Attached is a copy of the bid tabulation for your use.

Funding for the disposal is included in Refuse Account A816004 564600. The contract will be for a term beginning March 1, 2025 and ending on February 28, 2029, with an option for two two-year extensions if mutually accepted by the Contractor and the Board of Trustees.

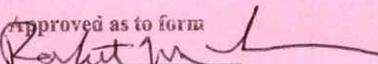
Accordingly, it is recommended that the contract, **2025 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE** be awarded to the lowest responsible bidder,

**Reworld Hempstead Company
600 Merchants Concourse
Westbury, N.Y. 11590**

in the amount of **\$1,600,210.00**. per year for this requirements contract total bid.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Board authorized the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2025 Disposal Services for Municipal Solid Waste”; and

WHEREAS, seventeen (17) bids were distributed and one (1) bid was received on February 18, 2025, for the referenced requirements contract; and

WHEREAS, the sole responsible bidder was submitted by Reworld Hempstead Company, 600 Merchants Concourse, Westbury, NY 11590, at a total cost of \$1,600,210.00 per year; and

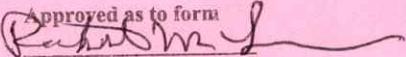
WHEREAS, the contract will be for a term of four (4) years beginning March 1, 2025, and ending February 28, 2029, with an option for two (2), two-year extensions if mutually accepted; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to sign any document necessary to award for the “2025 Disposal Services for Municipal Solid Waste” to Reworld Hempstead Company, 600 Merchants Concourse, Westbury, NY 11590, at a total cost of \$1,600,210.00 per year, for a term beginning on March 1, 2025, and ending on February 28, 2029, with an option for two (2), two-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

BID TABULATION

25-02-PBWK-732

2025 Disposal Services for Municipal Solid Waste

VILLAGE OF FREEPORT

BID RETURNABLE: 2/18/25

DEPT: PUBLIC WORKS

TIME: 11:00AM

VENDOR	RANK	BID	BID BOND
Reworld Hempstead Company 600 Merchant Concourse Westbury, New York 11590	1	\$1,600,210.00	
Winter Bros. Recycling of Long Island 120 Nancy Street West Babylon, New York 11704	2	No Bid Submitted	

BIDS FORWARDED TO PUBLIC WORKS FOR REVIEW

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

TO: Robert T. Kennedy, Mayor
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: January 31, 2025
RE: Architectural Services for Village Hall Emergency Response Center

The Village received a Homeland Security Grant in the amount of \$1,350,000.00 to add a second floor extension on the south side of Village Hall Police Department. There is a 25% Village match required for this grant. This extension will serve as an Emergency Response Center for the Freeport Police Department.

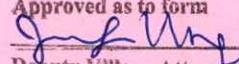
The Village requires the services of an Architectural firm to create detailed design and construction plans as well as prepare bid specifications for this extension. The Architectural firm would also review bids received and attend meetings regarding the project.

Zambrano Architectural Design, LLC, 410 Atlantic Avenue, Freeport, N.Y. 11520 is a company with the experience and expertise to perform these specialized tasks. The attached proposal outlines the tasks in more detail. The total estimated cost for this design contract would be \$133,000.00. Funding will be provided in an anticipated capital account. This borrowing was approved by the Board of Trustees at the meeting on January 13, 2025.

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



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village received a Homeland Security Grant in the amount of \$1,350,000.00 to add a second floor extension on the south side of Village Hall Police Department; and

WHEREAS, there is a 25% Village match required for this grant; and

WHEREAS, this extension will serve as an Emergency Response Center for the Freeport Police Department; and

WHEREAS, the Village requires the services of an Architectural firm to create detailed design and construction plans as well as prepare bid specifications for this extension; the Architectural firm would also review bids received and attend meetings regarding the project; and

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

WHEREAS, Zambrano Architectural Design, LLC, 410 Atlantic Avenue, Freeport, N.Y. 11520, possesses those certain skills, knowledge, and expertise of a specialized nature; and

WHEREAS, the total estimated cost for this design contract would be \$133,000.00; and

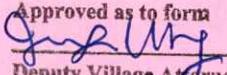
WHEREAS, funding will be provided in an anticipated capital account and was approved by the Board of Trustees at the meeting on January 13, 2025; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to approve the design contract with Zambrano Architectural Design, LLC, 410 Atlantic Avenue, Freeport, N.Y. 11520, for the estimated cost of \$133,000.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney

April 17, 2024 (Revised 7/22/24)

The Honorable Mayor Robert T. Kennedy
Village of Freeport
46 N Ocean Avenue
Freeport, NY 11520

**Re: Village of Freeport Police Department (VOF PD)
Proposed Building Expansion**

Dear Mayor Kennedy:

Our studio is delighted to submit our work proposal for this project. After last week's site visit, and briefing about the project program, the goals for the expansion of this facility are clear, as well as the design options to evaluate and consider. As requested, ZAD is to provide Architecture Design Services for the design and expansion of the existing Village of Freeport Police Department (VOFPD) building. This document will serve as an agreement between the Architect, Zambrano Architectural Design (ZAD) and The Incorporated Village of Freeport at 46 N Ocean Avenue, Freeport, Ny 11520.

We hope this proposal conveys our enthusiasm for the project and look forward to providing you with our services.



Scope of Services

The following preliminary workflow and outline represents all areas included in our scope of work for Architecture and Engineering (A/E) design and basic Interior Design services to be developed from Pre-design, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration phases. These services encompass the following:

- Field measurement and verification of existing site and building conditions.
- Development of a conceptual study for two schemes to be presented. The selected scheme will be developed and submitted for approval to the Village of Freeport Planning Board. **DONE**
- Design a proposed extension of the existing two-story and basement masonry VOFPD building to accommodate additional offices, conference room, and ancillary support spaces. This extension will connect the new structure with the existing one, at the first-floor level. The new building expansion will be of a single story. **DONE**
- All efforts will be made to allow the existing surrounding structures and underground vehicular entrance to remain and engage with the new building extension in a seamless manner. The VOFPD to confirm if the design will need to accommodate future additional floor(s) to design accordingly. **DONE**
- The coordination of architectural plans with other trades: Structural, MEPs, and other consultants, as required.
- The preparation and execution of design documents for Site Planning Board Approval and DOB submission to secure work permits with agencies having jurisdiction with the project.

A. Pre-Design

Prior to commencement of work, the ZAD team will verify existing site and building conditions. ZAD will field measure and document relevant information for the production of background technical drawings, prior to design work commencement. After documentation ZAD will:

- Program has been identified for the extension and scope zoning and building code requirements. VOF to verify with Fire Marshall if sprinklers are required under the new structure.

- Through preliminary zoning and building code analysis, ZAD will further design and Develop a conceptual study for two schemes to be presented to all stakeholders for the project including the Honorable Mayor Kennedy and the Chief Officer of VOF PD. One scheme will be selected for further development, based on comments received, construction cost and budget expectations. This has been done to a certain extent.
- The selected scheme will be submitted and presented (site plan, floor plans, elevations and one exterior architectural rendering) to the Village of Freeport Site Planning Board, for formal architecture review and approval. This has also been done to certain extent except for elevations, building sections and grade/height analysis.

B. Schematic Design

After Site Planning Board approval, ZAD will proceed to prepare schematic design drawings, adjust programmatic needs, and prepare plans as follows:

- Further develop preliminary site plan, floor plans, elevations, and exterior views as a modular construction in collaboration with EC Modular Buildings to present to all stakeholders for the project including the Honorable Mayor Kennedy and the Chief Officer of the VOF PD for evaluation and selection.
- Update architecture floor plans and reconcile VOF PD's program for expansion and interior upgrades on existing building (if required)
- Final updated architectural rendering of main exterior view.
- Identify preliminary Structural and MEP option selections and identify potential impact on design and space environment. **DONE**
- Identify potential risks, if applicable. VOF to verify with NC Fire Marshall if sprinkler system is required.
- Select Mechanical and Structural systems.

Two (2) project meetings to review Plans and documentation submitted.

C. Design Development

Upon approval of the Schematic Design plans, ZAD will proceed to develop and fix the scope of the project based on optimal structure construction and mechanical infrastructure. Update and coordinate Architecture, Structure, Mechanical and other consultants to refine project scope quality and design, these will include:

- Updated Architecture Space Base Plan based on approved Schematic Design drawings.
- Refine Design, confirm wall thickness composition with building floor plans and sections, selection of lighting, ceiling and flooring
- Continue coordinating and finalizing, Structural, MEP Design drawings and other consultants.
- Prepare Outline Specifications
- Finishes & Material Selections – exterior and interior.
- Finalize Code Review sheet (Building Code and Zoning analysis)

Two (2) project meetings to review Plans and documentation submitted.

D. Construction Documents

Upon approval of Design Development drawings, we will prepare final Construction Documents and specifications for the work specified above as per Schematic and Design Development drawings. This phase will include all the required architectural and coordinated engineering drawings and specifications, section details, and schedules required for construction and submission and approval by the Village of Freeport's Department of Buildings, other governing agencies having jurisdiction, and necessary for bidding and construction of the project. The plans will also conform to the latest Building Code of New York State, ADA, and the latest Zoning Ordinance of the agency having jurisdiction.



Our documents will include:

- Site Plan
- Zoning / Building Code Analysis / ADA Compliance
- Energy Conservation envelope compliance plans
- Floor Plans
- Exterior Elevations
- Building Sections
- Wall Sections and Details
- Basic Interior Elevations
- Basic Interior Finishes Schedule & Doors Schedule
- Lighting plan and Reflected Ceiling Plans (RCP)
- Building Sections
- Construction section and details
- Structural Plans (Foundation and Superstructure) ~~By Others~~
- MEP plans (Mechanical, Electrical, Plumbing and Fire Protection (SP/FA)) ~~By Others~~
 - Energy Compliance Plans
- Support of Excavation (if applicable, by others)

E. Bidding Phase

ZAD will provide a design bid package for distribution to selected Contractors, review the bids, prepare a leveling analysis of the trade breakdowns, and make recommendations necessary to select potential GC. Bid Packages will be submitted via PDFs. All hard copies/prints will be charged accordingly.

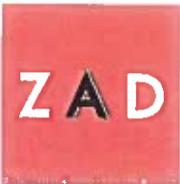
F. Construction Administration

During construction, ZAD will perform bi-weekly observation site visits to review the progress of the work, sign Request for Payments (if required) and provide clarifications to the General Contractor. We will also assist the Contractor by responding to Requests for Information (RFI) and sketches to address existing conditions. Coordinate structural and MEP submittals for distribution and approval of same. We estimate that the project will take at least 8 months to complete and have allocated up to 120 hours of the basic percentage fee for this phase of the project. Any time beyond this allocated time will be charged at the hourly rate mentioned on the attached general conditions. Additional field coordination site visits will be charged per diem as referenced in the additional services below.

ZAD will lead and manage the team of specialists to produce the required technical documentation required per each Design Phase.

Our services do not include the following:

- Architectural Survey of Property
- Hazardous Material Inspection and Reports (if required)
- MEP Exclusions and Additional Services
- Building Permits & Related Fees
- Expediting Services for processing and filing work permits and or securing approval, permit and sign-off.
- Support of Excavation (SOE) plans and filing
- Interior Design services (beyond basic services) to be negotiated via separate agreement if required.
- Mailings & Reproductions (these will be billed as reimbursable expenses)
- Special Design consultants, Audio/video and intercom systems, acoustical, building security systems and/or Building IT consultants.
- Additional Renderings will be charged at \$2,500 per image.
- Additional field construction site visits to be charged at \$600 per diem.



- Changes to plans and or revisions during any phase of this agreement after approval of same will be charged at the hourly rate noted in the General Conditions of this agreement.
- Any other filings not related to the Scope of Work in this agreement.

Cost of Services

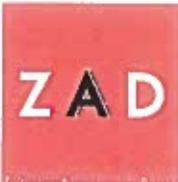
Our service fee to provide Architectural and Engineering (A/E) Design Services as outlined in this proposal is \$133,000 and will be distributed as follows:

Architecture

A. Schematic Design	10%	<u>\$9,650</u>
B. Design Development	20%	<u>\$19,300</u>
C. Construction Documents	40%	<u>\$38,600</u>
D. Bidding	5%	<u>\$4,825</u>
E. Construction Administration	25%	<u>\$24,125</u>
	100%	<u>\$96,500</u>

Structural Design Services \$20,500 (See attached)* -
Rabco Engineering PC *See additional Services

MEP Design Services \$16,000 (See attached)*
Emtec Consulting Engineers, DPC *See additional Services



Payment Schedule Our fee is based on the following payment schedule:

Retainer upon signing of Agreement	<u>20% of Basic Fee</u>	<u>\$26,600</u>
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We will invoice for the percentage of all work completed monthly. Payments are due within 15 days of invoice. Please refer to the attached General Conditions which form part of this Agreement.

Additional Services

If additional services beyond the scope of this agreement are required, these services will be provided at the standard hourly rate referred to the attached General Conditions s upon authorization of the client.

Reimbursables

Reimbursable expenses include cost of reproduction and mailings. These will be billed at 1.2 times cost.

The terms of this proposal are subject to the attached General Conditions.

Thank you for your interest in working with Zambrano Architectural Design LLC. I am personally committed to exceeding your expectations and meeting all your timeliness, quality, and costs objectives for this project. We look forward to working with you in this and future endeavors.

Sincerely yours,

Willy Zambrano, FAIA, LEED AP, NCARB
 Principal

Accepted by Mayor Robert T. Kennedy Date

July 22, 2024

Mr. Willy Zambrano
ZAD Zambrano Architectural Design
410 Atlantic Ave
Freeport, NY 11520

phone: 516-327-0851
E-mail: willy@zambranoarchitects.com

re: Village of Freeport Police Department
Freeport, NY
Proposal No. 13042

Dear Willy:

In accordance with your request, we have prepared this proposal to provide engineering design services for the above referenced project as outlined below and subject to the conditions listed.

GENERAL PROJECT DESCRIPTION

This project involves the MEP design for expansion of the existing Police Department. There will be one single story addition of approximately 1,550 sqft.

This proposal is based upon the preliminary plan provided by your office, dated June 11, 2024.

SERVICES TO BE PROVIDED BY EMTEC

Our services shall include the following design disciplines:

- MECHANICAL
- ELECTRICAL
- PLUMBING (limited to sump pump – see below)

SCOPE OF DESIGN SERVICES

Emtec Consulting Engineers, DPC will provide engineering services in accordance with the provisions, terms and conditions of this proposal. Based upon our discussions, Emtec will provide design services in accordance with the local Building, Electrical and Fire Codes and ordinances. Construction documents will include design drawings suitable for filing, bid and construction.

Below illustrates a more in-depth description of our services associated with these disciplines:

General

- Survey existing site conditions as required.
- Code Review
- Prepare design documents for filing, bid and construction
- Prepare load letters to all utilities for incoming services for electric, gas, water, etc. as required
- Coordination meetings/conference calls with relevant design professionals and stake holders throughout the design process
- Incorporation of owner's design standards
- Prepare specifications for MEP installation work
- Construction Administration Services to include shop drawing review, site observation, responses to RFI's during bid and construction
- All design documentation limited to within 5' of building(s).

Mechanical

- Load calculations for HVAC
- Design new HVAC system(s) as required
- Size and provide duct distribution as required.
- Design of required exhaust systems as required.
- Design HVAC controls (local only)
- Provide Energy Calculations for compliance with Local Energy Conservation Code

Electrical

- Electrical load calculations
- Provide power distribution from existing electrical service and distribution equipment.
- Circuiting and switch control of basic lighting layout
- Layout and branch circuiting for all general receptacles and office equipment
- Energy calculations in accordance with building code

Plumbing

- Limited to showing storm sump pump (sized and specified by others)

PROJECT PHASES

Design Development Phase:

We will establish the type of system to be designed and identify if there are any special amenities or requirements that you would like to include in the design. Emtec will perform the necessary steps to gather sufficient information needed to establish the program for the specific mechanical requirements for each of the areas.

During this phase, we see the key elements to be:

1. Site survey & Assessment
2. Code Analysis
3. Review and coordination of architectural drawings
4. Initial contact with utilities, building departments and local fire marshal as required
5. Coordination meetings with architect and owner's consultants to review construction requirements
6. Layout available space and/or location for mep equipment
7. Obtain an understanding of the considerations of the architectural design, the client needs and preferences.
8. Review and agree on the design parameters for the HVAC systems
9. Identify and verify the required utility capacities

Prepare a 60% set of drawings and documents. identify space requirements and the relationship of the project components as well as suggesting locations for key components including utilities.

Construction Documents Phase

Emtec will provide a final set of contract documents, including specifications that detail all requirements for the construction of this project. Final documents will be submitted for review and final coordination will be performed with the architect and other design professionals. Upon receiving final comments from the owner/architect, we shall incorporate them into the final documents. Drawings and specifications will be finalized for filing, bid and construction.

Construction Administration

Emtec will provide the following services during this Phase:

- Participate in conference calls during construction (*as required*)
- Respond to RFI's from the field as required
- Review and approval of shop drawings
- Up to two (2) site visits for observation and issuance of field reports as to job progress.
- Perform one (1) final site visit upon completion of installation work for review and issuance of a punch list

DELIVERABLES

- Provide electronic copies of Mechanical, Electrical and Plumbing drawings at the end of each phase. Drawings leaving the office will be in PDF format or DWG format.
- Provide hard copies of drawings and specifications as requested.

EXCLUSIONS

The following items and design services are not included in the basic design services:

- AutoCAD architectural drawing files for backgrounds
- Structural design
- Interior and site lighting layout
- Plumbing design other than indicated above
- Demolition Plans (*if required*)
- Site work, storm drainage and sanitary design outside the building line
- All permit and expeditor fees
- Electrical service upgrade design (*Separate Fee Provided*)
- Fire Sprinkler design (*Separate Fee provided*)
- Fire Alarm design
- Fire pump design (*Separate Fee provided*)
- RPZ / Backflow prevention device(s) design (*Separate Fee provided*)
- All Filing and filing fees with Building Department, environmental & local agencies
- Generator design (*Separate Fee provided*)
- Commissioning (*Can provide separate fee upon request*)
- Energy Modeling (*Can provide separate fee upon request*)
- Cost Estimating
- Photovoltaic (PV) Engineering support & coordination (*if required, separate fee can be provided for interconnection and coordination with PV vendor*)
- LEED Certification or participation
- Work associated with asbestos removal and/or abatement

FEE

Our fee for this project shall be a **lump sum fee in the amount of \$16,000**. It shall be broken down as follows:

<u>PHASE</u>	<u>AMOUNT</u>
Retainer	\$ 1,600
Design Development Phase	8,000
Construction Documents Phase	2,900
Construction Administration	<u>3,500</u>
TOTAL	\$ 16,000

ADDITIONAL SERVICES

- Additional Construction Site Visits: \$ 750 / visit**
- Generator Engineering Design (gas): \$ 7,500**
- Fire Sprinkler design (new service for new addition only): \$5,200 (excludes document package for filing with Nassau County Fire Marshal)**
- Plumbing design (domestic water, sanitary, vent for new addition or renovated bathroom only, connecting to existing services): \$3,500**
- Fire Pump Design - \$4,600**
- RPZ/Backflow prevention Design - \$2,800 (per device) (if required interior, filing by others)**
- Electrical Service upgrade design - \$5,500**

All other design work outside the Scope of Work shall be provided on an hourly basis in accordance with the following Rate Schedule or on a lump sum basis once the scope of work is defined.

- Owner Design changes that occur after "Submission for Authority Review"
- Design changes resulting from "Value Engineering"
- Design changes that occur due to changes in the code
- Compensation related to additional services will be based on the included rate schedule which is subject to change annually.

HOURLY RATES

TITLE	HOURLY BILLING RATE
CEO PRESIDENT	\$ 285.00
MANAGING PARTNER	\$ 235.00
SENIOR ASSOCIATE ASSOCIATE PARTNER	\$ 210.00
ASSOCIATE PROJECT MANAGER	\$ 190.00
SR. ENGINEER SR. DESIGNER	\$ 175.00
ENGINEER DESIGNER	\$ 150.00
FIELD ENGINEER	\$ 125.00
CAD OPERATOR/DRAFTSMAN	\$ 115.00
ADMINISTRATIVE ASSISTANT	\$ 98.00

REIMBURSABLE SERVICES

Emtec shall be reimbursed at **actual cost plus 10%** for all direct expenses such as overnight mail, i.e. FedEx, reproduction, delivery, off-site reproductions, photographic charges, and any other expenses incurred by the Consultant in the course of work on the project.

PAYMENT TERMS & CONDITIONS

1. All professional fees described in the Scope of Services will be billed monthly based upon the percentage of design work complete, except when services are provided on a timecard and materials basis
2. If this proposal is signed as a contract and there is a substantial delay in the start of the contract work, the fees quoted herein are subject to review and possible increase
3. All reimbursable expenses will be billed monthly as they are incurred
4. All fees additional services will be billed on a time and materials expended basis
5. All invoices shall be deemed due within thirty (30) days of issue
6. This proposal and its conditions are valid for thirty (30) days
7. Any invoices unpaid after forty-five (45) days will be subject to an accrued interest at the rate of 1.5% per month
8. No offset of any kind is permitted, and all invoices are payable in full
9. Emtec has the right to terminate this engagement and cease all work if an invoice remains unpaid for more than seventy-five (75) days. Emtec will provide **ZAD Architectural Design** or others ten (10) days' notice of its intent to terminate this engagement and if all outstanding invoices are not paid within the next ten-day period.
10. Emtec reserves the right to require payment of all outstanding invoices prior to submission of documents to governing jurisdiction
11. **ZAD Architectural Design** shall not commence and waives the right to commence legal action or proceeding for losses or damages sustained should it be necessary for Emtec to terminate work for failure of payment as outlined herein.

OTHER CONDITIONS

Coordination

1. We will coordinate with all governmental agencies and incorporate all necessary requirements into our design.
2. With respect to site visits during construction, it shall be the responsibility of the contractor/owner representative to notify Emtec at appropriate times throughout construction to perform the site observation. These shall generally occur at rough-in stages, prior to closing walls, floor excavations, ceilings, etc.
3. This proposal is based upon a construction administration schedule of **ten (10)** months from the date of award of contract. Should the project construction schedule extend beyond that duration, Emtec shall be entitled to additional construction administration services fees on the basis of time charges.

CAD Standards

1. The drawing will be AutoCAD format
2. Drawing scales may change to suit the engineer's requirements for proper design intent.
3. Any updates from the architect will require revision bubbles to specify the changes in order to help keep response time for these changes to a minimum.

Schedule

1. Project scheduling will be assigned once this proposal has been accepted in writing, signed by both parties.

Ownership of Documents

Emtec Consulting Engineers. DPC shall retain full rights of ownership to all drawings and specifications produced by their office and employees during the course of the scope of this project.

Further, the drawings and specifications produced under this agreement shall neither be used nor altered by *ZAD Architectural Design* or others or any party except by express written consent by Emtec Consulting Engineers. DPC.

Termination

Should *ZAD Architectural Design* wish to terminate this contract for any *ZAD Architectural Design* will be responsible to notify Emtec Consulting Engineers, DPC of such cancellation by certified mail. Upon receipt of such cancellation notice, *ZAD Architectural Design* shall only pay for the services rendered up to that point.

FINAL

This proposal set forth our understanding of the scope and terms of this project. We look forward to the opportunity to work with you on this project. Should you have any questions or require additional information, please do not hesitate to contact me 631.981.3990 ext. 242.

If this proposal is acceptable, please sign and return to this office. Upon being signed by an authorized signature of both parties, this will be deemed to be a contract and binding to both parties.

Accepted:

Emtec Consulting Engineers, DPC

By:

Paul Freeman

Paul Freeman

(Print Name)

Title: Associate Partner

Date: July 22, 2024

Accepted:

ZAD Architectural Design

By:

(Print Name)

Title: _____

Date: _____

July 22, 2024



ZAMBRANO ARCHITECTURAL DESIGN, LLC

Architecture
Space Planning
Interior Design

ZAMBRANO ARCHITECTURAL DESIGN, LLC GENERAL CONDITIONS

ARTICLE 1 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3 Except for the licenses granted in Section 1.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

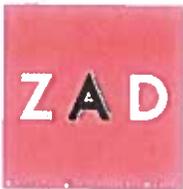
§ 1.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 2 DISPUTE RESOLUTION

§ 2.1 MEDIATION

§ 2.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 2.1.2 The Owner and Owner's Representative (Consultant) shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.



ZAMBRANO ARCHITECTURAL DESIGN, LLC

Architects
Space Planning
Interior Design

§ 2.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 2.2 ARBITRATION

§ 2.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 2.1.

§ 2.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 2.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 2.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Consultant, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 2.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 2.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Consultant and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 3.

ARTICLE 3 TERMINATION OR SUSPENSION

§ 3.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 3.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 3.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.



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Architecture
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§ 3.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 3.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 3.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 3.7.

§ 3.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

ARTICLE 4 MISCELLANEOUS PROVISIONS

§ 4.1 This Agreement shall be governed by the law of the principal place of business of the Consultant.

§ 4.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 4.3 To the extent damages are covered by property insurance during construction, the Owner and Consultant waive all rights against each other and against the contractors, other consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.4 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 4.5 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

§ 4.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 4.7 Unless otherwise provided in this Agreement, the Consultant and Consultant 's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.



ARTICLE 5 PAYMENTS TO THE ARCHITECT

§ 5.1 REIMBURSABLE EXPENSES

§ 5.1.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .6 reimbursable expenses;
- .7 other similar direct Project-related expenditures.

§ 5.2 PAYMENTS WITHHELD

No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Consultant has been adjudged to be liable.

ARTICLE 6 BASIS OF COMPENSATION

§ 6.1 COMPENSATION FOR ADDITIONAL SERVICES

§ 6.1.1 For Additional Services of the Architect excluding services of consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Principal	\$375/hr
Project Design Architect	\$250 /hr
Associate Senior Project Manager	\$185/hr
Technical Coordinator	\$145/hr
Junior Designer	\$110/hr
Administrative	\$95/hr

§ 6.1.2 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services, a multiple of One and two-tenths (1.20) times the amounts billed to the Consultant for such services.
(Identify specific types of consultants in Article 12, if required.)

§ 6.2 REIMBURSABLE EXPENSES

For Reimbursable Expenses a multiple of One and two-tenths (1.20) times the expenses incurred by the Architect, the Consultant 's employees and consultants directly related to the Project.

§ 6.3 ADDITIONAL PROVISIONS

§ 6.3.1 If the Basic Services covered by this Agreement have not been completed within Twelve (12) months of the date hereof, through no fault of the Consultant, extension of the Consultant 's services beyond that time shall be compensated as provided in Section 6.1.1.

§ 6.3.2 Payments are due and payable Fifteen (15) days from the date of the Consultant's invoice. Amounts unpaid Seven (7) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.



ZAMBRANO ARCHITECTURAL DESIGN, LLC

Architecture
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(Insert rate of interest agreed upon.)

18.00% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Consultant's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 6.3.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Consultant.

July 23, 2024

Mr. Willy Zambrano, RA, FAIA
ZAD Architecture
410 Atlantic Avenue
Freeport, New York 11520

**Re: Engineering Proposal- New Freeport Police Station Elevated Addition
Engineer Foundation and Structural Framing
46 North Ocean Avenue; Freeport, New York**

Dear Willy,

The following proposal for Engineering services is offered relative to the above referenced property:

Basic Services

- Engineer initial site review/ inspection (conducted May 8, 2024)
- Engineer review of initial drawings by ZAD Architecture, surveys, soil borings, and other existing
- follow up site visit meeting at Mayor's off (conducted July 22, 2024)
- Engineer review existing as built and conditions for new elevated approximate 1600 SF elevated addition.
- Engineer review of and preparation of foundation layout and design including pile supported foundation where required
- Structural review and comments of modular framing drawings (reviewed and approved by NY State and product Engineer for compliance with existing conditions and Village of Freeport requirement
- Coordination with Architectural, mechanical, and electrical consultants
- structural detailing, specifications, and full structural analysis for foundation and upper framing design
- markup of developed Architectural drawings of foundation/ (drafting by ZAD)
- Engineer final markups and sign/ seal structural drawings
- all work to be in compliance with Village of Freeport and 2020 NY State Building code
- Post design services (with 30 hour allowance) shall include Engineer review of documents, attendance at meetings, consultations with Project participants, review of foundation and structural steel shop drawings, periodic site inspections for structural work
- Engineer final inspections and certification of structural work sing-offs.

Additional Services

- Design or specifications for any additional work if requested
- Other additional inspections or Engineering services as required or requested by Client and/or Building Dept.
- Any other agency filing and approvals, fees, reproductions
- Any zoning, variance requirements, or other building dept compliance issues

Re: **Engineering Proposal- New Freeport Police Station Elevated Addition**
Engineer Foundation and Structural Framing
46 North Ocean Avenue; Freeport, New York page 2

Client Responsibilities

- Access to site
- Procurement of any existing survey, soil borings, plans/drawings, shop drawings or other available information
- Any additional specialized testing requirements
- Building department preparation of applications, filing, and plan approvals
- Building dept. filing fees, NYS DEC fees and any other direct costs.
- Coordination with any required Building Dept. inspections
- Allowable use of existing CADD drawings by Architect
- Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at the site shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing superintending, or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any General Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer, and the Engineer's consultants shall be indemnified and shall be made an additional insured under the General Contractor's general liability insurance policy. It is further understood and agreed that the Engineer has no responsibility for job site safety pursuant to section 200, 240, and 241(6) of the New York Labor Law

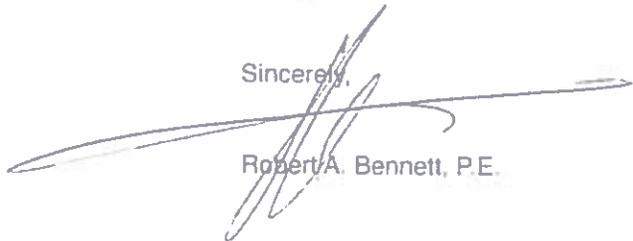
Compensation

Fees for Basic services is \$20,500 (twenty thousand five hundred dollars) payable as follows:

Total fees	\$20,500
Retainer	\$ 5,500
Upon completion <u>Design Phase</u> and sealing of foundation and structural steel framing drawings	\$ 7,500
Upon completion of Construction Phase structural work and final Engineer certification	\$ 7,500

Additional Engineering services, if requested, would be billed at an hourly rate of \$275. Thank you for your consideration and feel free to call with any questions or comments.

Sincerely,


Robert A. Bennett, P.E.

RAB/cm

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

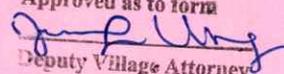
TO: Mayor Robert T. Kennedy
FROM: Taylor D'Orta, Buyer
DATE: February 14th 2025
RE: Maintenance of Various Office Equipment Contract

The Maintenance of Various Office Equipment throughout the Village is an annual contract for all existing office equipment which is not currently covered by its own warrantee. It is pertinent for the village to have coverage for all of the forty-four (44) various machines use throughout the Village. Therefore it is the recommendation of the purchasing department that we go into contract with J & B Business Copiers for a not to exceed amount of \$17,500.00. This contract will include all maintenance, labor and materials to service all 44 machines as well as providing the Village with 2 free of charge color copiers per year, 1 free of charge tabletop black and white copier per year and 1 free table top loaner on-site at all times to be used as a backup as necessary. The majority of funding for this contract will be charged to the Purchasing Department's service contract and repairs account A134504 542800 for all municipal use machines. The Electric and Water Department will pay for their machines from their appropriate budget lines. There are sufficient funds available to cover this expense.

It is recommended that the Board of Trustees contract J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767 for the Maintenance of Various Office Equipment for a term of one year beginning March 1, 2025 and ending on February 28, 2026 with the option for two one-year extensions, if mutually accepted.

Taylor D'Orta
Buyer
Purchasing Department

Cc: H. Colton, Village Counsel
P. Boening, Village Clerk
P. Lester, Mayor's Office
A. McDaniel, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Incorporated Village of Freeport has need for the Maintenance of Various Office Equipment for all of the forty-four (44) various machines used throughout the Village; and

WHEREAS, the Village Buyer is requesting Board approval to enter into a contract with J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767, for a not to exceed amount of \$17,500.00; and

WHEREAS, this contract will include all maintenance, labor and materials to service all forty-four (44) machines as well as providing the Village, free of charge: two (2) color copiers per year, one (1) tabletop black and white copier per year, and one (1) tabletop loaner copier on-site at all times to be used as a backup as necessary; and

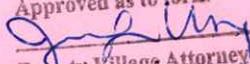
WHEREAS, the contract will be for a term of one (1) year beginning March 1, 2025 and ending February 28, 2026, with the option for two (2), one-year extensions, if mutually accepted; and

WHEREAS, the majority of funding for this contract will be charged to the Purchasing Department's service contract and repairs account A134504 542800 for all municipal use machines; the Electric and Water Department will pay for their machines from their appropriate budget lines; and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Buyer, the Board approves and the Mayor be and hereby is authorized to sign any documents necessary to enter into a contract for the Maintenance of Various Office Equipment with J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767, for a not to exceed amount of \$17,500.00, for a term of one (1) year beginning March 1, 2025 and ending February 28, 2026, with the option for two (2), one-year extensions, if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

The Following Resolution was moved by Trustee _____,
seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

WHEREAS, the proposed action is the sale of property, to wit: the sale Section 55, Block H, Lot 383 a/k/a 223 Sunrise Highway, Freeport, New York 11520; and,

WHEREAS, and based upon the Full Environmental Assessment Form filed with this Board, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waster production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

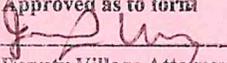
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Robert T. Kennedy
From: Jennifer Ungar, Deputy Village Attorney
Date: February 21, 2025
Re: Contract of Sale 55-H-383 a/k/a 223 Sunrise Highway, Freeport, NY
11520

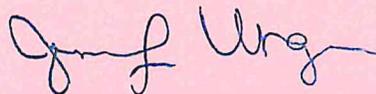
Permission is being requested to enter into a contract with Vineyard Mid-Atlantic, LLC, 200 Clarendon Street, 18th Floor, Boston, Massachusetts, 02116 to purchase the property known as Section 55 Block H Lot 383, also known as 223 Sunrise Highway, Freeport, New York 11520 in the amount of \$39,176,100.00.

If the Board wishes to sell the premises, the property must first be declared surplus and then the sale can be authorized, provided the sale is for "just and fair" compensation.

The premises is currently unimproved and vacant and is not being used for Village municipal purposes. As such, the Village may declare the property surplus and sell or otherwise dispose of the property. Furthermore, the Village takes notice of the New York State Supreme Court decision designating the land free and clear of all encumbrances and that the state has trespassed upon the land.

The contract is attached for your review.

If this meets with your approval, please place before the Board for its review and action.



Jennifer Ungar
Deputy Village Attorney

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

WHEREAS, the Village of Freeport owns the property (the premises) known as and by Section 55 Block H Lot 383, a parcel of land located north of Sunrise Highway and west of the Meadowbrook Parkway; and

WHEREAS, currently the premises is not sufficiently being utilized for municipal purposes and therefore rendering it surplus; and

WHEREAS, the Village takes notice of the decision of the New York State Supreme Court designating the land free and clear of all encumbrances and that the state has trespassed on the land; and

WHEREAS, the Village received a proposal to purchase and develop the premises; and,

WHEREAS, the Board reviewed said proposal; and

WHEREAS, the Village received a proposal for the development of the parcel from Vineyard Mid-Atlantic LLC at a price of \$39,176,100.00; and

WHEREAS, a Contract of Sale has been prepared; and

WHEREAS, under the terms of the Contract of Sale, sale is contingent upon the termination of a present contract of sale between the Village of Freeport and Sunrise Meadowbrook LLC and termination of litigation before the Appellate Division Second Department; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Village Attorney, the Board makes the following findings of fact:

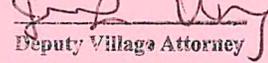
1. The subject premises is not sufficiently being utilized for municipal purposes and is surplus; and,
2. The Village has no plans to utilize the premises for further municipal purposes and therefore the premises is deemed surplus; and,
3. An offer of \$39,176,100.00 was submitted by Vineyard Mid-Atlantic LLC, 200 Clarendon Street, 18th floor, Boston, Massachusetts 02116 and therefore the value received is just and fair.

BE IT FURTHER RESOLVED, that based upon the foregoing, the Board hereby authorizes the sale of the surplus property known as and by Section 55 Block H Lot 383 to Vineyard Mid-Atlantic LLC, 200 Clarendon Street, 18th floor, Boston, Massachusetts 02116 at a price of \$39,176,100.00 upon the terms and conditions as stated above.

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

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (the “Agreement”), dated as of January __, 2025 (the “Effective Date”), is made by and between The Incorporated Village of Freeport, a public corporation under the laws of the State of New York (“Owner”), and Vineyard Mid-Atlantic LLC, a Delaware limited liability company (“Optionee”).

WITNESSETH:

WHEREAS, Owner is the owner of that certain parcel of land and improvements thereon commonly known as 223 Sunrise Highway, Freeport, New York 11520, and more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, Owner has agreed to grant to Optionee the right and option to purchase the Property from Owner, upon and subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Option; Escrow.** Upon and subject to the terms hereof, Owner hereby grants to Optionee the exclusive right to purchase the Property (the “Option”) at a price equal to \$39,176,100.00 (the “Purchase Price”) pursuant to the terms and conditions set forth herein. In consideration of the grant of the Option, Optionee shall pay to Owner the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (as the same may be increased by the amount of each Extension Option Payment (defined in Section 2 below) the “Option Payment”). The Option Payment shall be deposited with Owner and held by Owner in an escrow account maintained by Owner (the “Escrow”) within the later of (x) ten (10) business days from the date that Optionee is provided a fully executed termination agreement effectuating the termination of the Existing Contract (defined below) (the “Contract Termination Agreement”), or (y) thirty (30) days after the date this Agreement is fully executed by Owner and Optionee. If Optionee provides the Exercise Notice (as defined below), the Option Payment shall be credited against the Purchase Price. If Optionee does not provide the Exercise Notice as provided below, the Option Payment shall be retained by Owner (except as provided herein).

2. **Term of Option.** The parties acknowledge that (i) a Contract of Sale between the Village of Freeport and Sunrise Meadowbrook LLC currently exists to develop the Property (the “Existing Contract”), and (ii) litigation is pending before the Appellate Division Second Department between the Village of Freeport and the State of New York as more particularly described on Exhibit C (the “Pending Litigation”). The term of the Option (the “Initial Term”) shall commence as of the date that the Contract Termination Agreement has been executed and delivered by all parties to the Existing Contract and shall expire at 5:00 p.m. (New York time) on the date that is the later of (x) the six (6) month anniversary of the Effective Date, or (y) the date that evidence is provided that the Pending Litigation has been terminated with prejudice or has been adjudicated in favor of Owner and no timely appeal of such Pending Litigation has been filed

(the “Initial Expiration Date”); provided that, the Initial Term may be extended for three (3) additional periods of six (6) months each (each such extension period, an “Extension Period” and the Initial Term as extended by each properly exercised Extension Period, the “Term”), upon Optionee depositing with Owner an additional option payment in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) for each Extension Period (each such payment, an “Extension Option Payment”) not later than ten (10) days prior to the expiration of the then applicable Term. Upon receipt of the applicable Extension Option Payment by Owner, the then applicable Term shall extend from the end of the Initial Term (with respect to the first option), or from the end of the then applicable Term (with respect to the second option), for an additional period of six (6) months without any further action being required by any party.

3. **Notice to Exercise Option.** Optionee may elect to exercise the Option by providing written notice of such election (the “Exercise Notice”) to Owner on or before the expiration of the Term (the date of the delivery of the Exercise Notice being referred to as the “Exercise Date”). The Exercise Notice shall specify a closing date that is not later than sixty (60) days following the Exercise Date or any such other date which is mutually agreed to by the parties after the initial sixty (60) days. If Optionee does not give the Exercise Notice on or before the end of the Term, the Option shall automatically terminate and Optionee shall have no further rights with respect to the Property.

4. **Closing.** Subject to the terms and provisions contained herein, Owner and Optionee agree that not later than sixty (60) days after the Exercise Date, on a date (the “Closing Date”) as is mutually and reasonably satisfactory to Optionee and Owner (or such later date as Owner and Optionee may agree in their sole and absolute discretion), Optionee and Owner shall close the sale of the Property to Optionee through a so called “New York style” escrow (the “Closing Escrow”) to be established with East Coast Abstract (the “Escrowee”) using the Escrowee’s customary form of deed and money escrow instructions modified to conform with the provisions of this Agreement. The sole title company utilized in connection with this Agreement shall be Escrowee. At the closing, Owner shall deposit the following into the Closing Escrow: (i) a special warranty deed in standard New York form conveying the Property to Optionee or its designee or nominee, subject only to taxes not yet due and payable and such other title exceptions as are acceptable to Optionee; (ii) a customary, completed IRS Section 1445 “FIRPTA” affidavit executed by Owner in favor of Optionee; (iii) a customary ALTA Statement and GAP Undertaking; and (iv) such other documents, instruments, certifications and confirmations as may be required to close the sale of the Property in accordance with this Agreement and the requirements of applicable law. At the closing, Optionee shall deposit the following into the Closing Escrow: (i) the balance of the Purchase Price, plus or minus prorations as provided herein; and (ii) such other documents, instruments, certifications and confirmations as may be required to close the sale of the Property in accordance with this Agreement and the requirements of applicable law. Each party shall, at the closing, deposit into the Closing Escrow a counterpart of the following documents in form and substance reasonably satisfactory to the other party: (i) a closing statement setting forth the adjustments and prorations provided for in this Agreement; and (ii) State of New York, county and municipality transfer and transaction tax declarations.

5. **Closing Costs; Prorations.** The Purchase Price for the Property is subject to prorations and adjustments to be determined as of 12:01 a.m. on the closing date. Such prorations and adjustments shall be determined as set forth herein. At closing, Owner shall pay for the

recording fees for recording any release of lien. Optionee shall pay for the following closing costs: (i) all premiums for Optionee's owner's title insurance policy, and all endorsements thereto; and (ii) the recording fees for recording the warranty deed to the Optionee or its nominee and all fees and charges relating to any mortgage or other financing by Optionee. All other closing costs shall be borne by the Optionee.

6. **Inspection Rights.** During the period commencing on the date of this Agreement and ending on the Expiration Date, Optionee and its agents and contractors shall have access to the Property at reasonable times and upon reasonable prior notice (oral or written) to Owner to conduct any inspections and investigations relating to the Property as Optionee (or its lender(s)) elects to perform. Such access shall be at reasonable times during regular business hours. Optionee shall not take any action to interfere with the use, occupancy or enjoyment rights of any tenants or occupants of any portion of the Property or unreasonably interfere with the employees, contractors, customers or guests of any tenant or occupant. The following shall apply to Optionee's inspections:

(i) Optionee shall coordinate with Owner's designated representative [____] (who can be contacted at [____] or by email at [____]) prior to and during each visit to the Property by Optionee or its representatives and representatives of Owner may accompany Optionee during each such visit.

(ii) Owner and/or its designated representative shall have the right to pre-approve or deny, in its sole discretion, any invasive or destructive testing of the Property (excluding any non-invasive so called "Phase I" site assessments of the Property); provided further, however, that if any such Phase I site assessment recommends the performance of a so called "Phase II" site assessment of such Property, then Optionee shall have the right to perform, or caused to be performed, such Phase II site assessment only with approval from Owner, which approval shall not be unreasonably withheld.

(iii) Owner may require that Optionee provide certificates of insurance in reasonable amounts as a condition to Optionee's access to the Property – the following insurance is deemed reasonable (a) commercial general liability insurance (occurrence form) with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate; and (b) worker's compensation and employer's liability insurance with limits of not less than \$1,000,000.

(iv) Optionee shall, at Owner's option, either (a) repair promptly any physical damage caused by its due diligence and shall promptly return the Property to substantially the same condition existing prior to Optionee's Investigations, normal wear and tear, casualty (except to the extent caused by Optionee) and condemnation excepted, or (b) reimburse Owner for Owner's actual out-of-pocket costs for the Owner's performance of any such repair.

7. **Owner's Covenants.** Owner shall not, during the Term, enter into any lease or license to occupy the Property that has an expiration date that would continue beyond the expiration of the then current Term, unless such lease or license agreement has a unilateral right on behalf of Owner to terminate such lease or license agreement in connection with a sale of the

Property and effective as of the closing of such sale. On the Closing Date, the Property shall be delivered to Optionee vacant, free of all leases, tenancies and occupancies. Notwithstanding anything to the contrary contained herein, during the Term, Owner shall be free to do and perform all matters in respect of the ownership of the Property as it deems fit, including evaluating and applying for such zoning modifications as Owner desires, provided that (i) no such zoning modifications or shall be binding on the Property prior to the expiration of the Term, (ii) and Owner is able to deliver the Property in the condition required by this Agreement on the Closing Date, and (iii) if the closing is completed, no zoning modifications shall be binding on Optionee without its approval, which may be granted or withheld during the Term in its sole and absolute discretion.

8. **Recording.** Following termination of the Existing Contract and final resolution of the Pending Litigation in favor of Owner, Owner shall execute a memorandum of this Agreement in the form of Exhibit B suitable for recording, which Optionee may record, at its expense, with the Nassau County Clerk.

9. **Owner of Record.** Owner represents and warrants that, subject to final resolution of the Pending Litigation and termination of the Existing Contract, it is the fee simple owner of record of the Property and possesses the right, title and authority to enter into this Agreement and perform all of Owner's obligations hereunder. Optionee has entered into this Agreement in reliance upon such representations by Owner.

10. **Return of Option Payment.** Notwithstanding anything to the contrary contained herein, in the event that Owner breaches, violates or fails to comply with any of Owner's representations, warranties, covenants or agreements contained in this Agreement, and fails to cure such breach, violation or failure within ten (10) days after written notice thereof from Optionee, then Optionee shall have the right to: (i) terminate this Agreement, in which event the Option Payment shall be returned to Optionee, but such termination and return shall not release Owner from liability for such breach, violation or failure, and/or (ii) exercise any other rights and remedies to which Optionee is entitled at law or in equity by reason of such breach, violation or failure.

11. **Confidentiality.** Prior to the Exercise Date, Owner shall not discuss, convey or otherwise disseminate any information regarding the negotiations between the parties with respect to the Property, the Option, or any of the terms, conditions or agreements contained therein. From and after the Exercise Date, Owner shall continue to strictly maintain the confidentiality of the business terms of this transaction, except that Owner may disclose such terms to its accountants, attorneys and other advisors on a need-to-know basis. The provisions of this Section 11 are subject and subordinate to all obligations of Owner and its employees and agents under the Public Officers Law (Chapter 47 of the Consolidated Laws of the State of New York) and the Freedom of Information Law contained therein.

12. **Assignment.** Optionee may freely transfer or assign any and all rights of Optionee under this Agreement to any entity that is owned by, or under common control with, Optionee.

13. **Notices.** Whenever notice is required to be given pursuant to this Agreement, the same shall be either personally delivered, sent by a nationally recognized overnight delivery

service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Optionee:

If to Owner:

Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520
Attention: (_____)

or to such other party or address as shall be specified by like notice.

14. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

15. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Owner and Optionee and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Owner is comprised of more than one individual or entity, the obligations of such individuals or entities under this Agreement shall be joint and several.

16. **Entire Agreement.** This Agreement, the exhibits and addenda, if any, contain the entire agreement between Owner and Optionee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

17. **Further Assurances.** Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

18. **No Waiver.** The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

19. **No Oral Change.** This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. **No Third-Party Beneficiaries.** Owner and Optionee agree and acknowledge that, except as expressly set forth herein, there are no intended third-party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

21. **Severability.** If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. **Governing Law.** The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflicts of laws).

23. **Attorneys' Fees.** Either party hereto (or their respective representatives, successors and assigns) may enforce this instrument by appropriate action and the prevailing party in such action shall be entitled to recover as part of its costs reasonable attorneys' fees and expenses.

24. **Counterparts.** This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

25. **No Partnership.** None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

26. **Optionee's Remedies.** Optionee shall be entitled to enforce this Agreement, in the event of a breach, by injunctions, restraining orders or other equitable relief (including specific performance) from, any court of competent jurisdiction. The aforementioned equitable relief shall not be Optionee's exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to Optionee (whether arising under contract, at law or in equity).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

OPTIONEE:

THE INCORPORATED VILLAGE OF
FREEPORT

VINEYARD MID-ATLANTIC LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Acknowledgement (Completed in New York State)

STATE OF NEW YORK :
: ss.:
COUNTY OF _____ :

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary: Subscribed and sworn/affirmed before me this ___ day of ___, 20__

Notary Public _____
Qualified in _____ County Commission Expires: _____

Notary: Acknowledgement (Completed if Outside of New York State)

STATE OF NEW YORK :
: ss.:
COUNTY OF _____ :

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary: Subscribed and sworn/affirmed before me this) ___ day of ___, 20__

Notary Public _____
Qualified in _____ County Commission Expires: _____

Exhibit A

Description of the Property

ALL that certain plot piece or parcel of land, situate, lying and being in the Incorporated Village of Freeport, County of Nassau and State of New York, designated on the Land and Tax Map of Nassau County, Department of Assessment as of 06/21/1989:

Section 55 Block H Lot 383

Exhibit B

Form of Memorandum of Purchase Option

Prepared by and when recorded
return to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Mark A. Poole

MEMORANDUM OF PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF PURCHASE OPTION AGREEMENT (“Memorandum”) is made as of _____, 2025, by and among Village of Freeport, a public corporation under the laws of the State of New York (“Owner”), and Vineyard Mid-Atlantic LLC, a Delaware limited liability company (“Optionee”). Capitalized terms used in this Memorandum that are not otherwise defined herein shall have the meanings set forth in the Purchase Option Agreement (as defined below).

1. **Purchase Option.** Pursuant to, and in accordance with, the terms and provisions of that certain Purchase Option Agreement between Owner and Optionee, dated as of [____], 2025 (as amended, restated or supplemented from time to time, the “**Purchase Option Agreement**”), Owner has granted Optionee, an assignable option to purchase the Property (which includes the real property described on Exhibit A attached hereto), upon all the terms and conditions set forth in the Purchase Option Agreement.

2. **Interpretation; Conflicts.** This Memorandum does not alter, amend, modify or change the Purchase Option Agreement in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the real estate records of Nassau County, New York, and it is the intent of the parties that it shall give notice to and confirm the Purchase Option Agreement to the same extent as if all of the provisions of the Purchase Option Agreement were fully set forth herein. The Purchase Option Agreement is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the terms and provisions of the Purchase Option Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Purchase Option Agreement, the provisions of the Purchase Option Agreement shall control.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

OWNER:

OPTIONEE:

THE INCORPORATED VILLAGE OF
FREEPORT

VINEYARD MID-ATLANTIC LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Acknowledgement (Completed in New York State)

STATE OF NEW YORK :
: ss.:
COUNTY OF _____ :

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary: Subscribed and sworn/affirmed before me this ___ day of ___, 20__

Notary Public _____
Qualified in _____ County Commission Expires: _____

Notary: Acknowledgement (Completed if Outside of New York State)

STATE OF NEW YORK :
: ss.:
COUNTY OF _____ :

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary: Subscribed and sworn/affirmed before me this) ___ day of ___, 20__

Notary Public _____
Qualified in _____ County Commission Expires: _____

Exhibit A

Description of the Property

ALL that certain plot piece or parcel of land, situate, lying and being in the Incorporated Village of Freeport, County of Nassau and State of New York, designated on the Land and Tax Map of Nassau County, Department of Assessment as of 06/21/1989:

Section 55 Block H Lot 383

Exhibit C

Pending Litigation

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is the issuance of bonds for the purpose to finance the acquisition of computer hardware and software, specifically the appropriation of \$177,870 in bonds and authorizing the issuance of bonds in the principal amount of \$177,870 to finance said appropriation; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

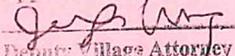
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

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

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

TO: Mayor Robert T. Kennedy
FROM: Pamela Walsh Boening, Village Clerk
DATE: January 27, 2025
RE: Special Board of Trustees Meeting
Wednesday, March 19, 2025

Request authorization to schedule a Special Board of Trustees Meeting on March 19, 2025 at 4:00 P.M., for the purpose of allowing the Board of Trustees to canvass the election returns and file a certificate declaring the results of the March 18, 2025 Village Election.


Pamela Walsh Boening
Village Clerk

BOND RESOLUTION OF THE VILLAGE OF FREEPORT,
NEW YORK, ADOPTED FEBRUARY 24, 2025,
AUTHORIZING THE ISSUANCE OF BONDS IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$177,870 TO
FINANCE THE ACQUISITION OF COMPUTER HARDWARE
AND SOFTWARE, STATING THE ESTIMATED MAXIMUM
COST THEREOF IS \$177,870 AND APPROPRIATING SAID
AMOUNT FOR SUCH PURPOSE

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE
COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not
less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein
called the "Village"), is hereby authorized to issue bonds in a principal amount not to exceed
\$177,870 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated
Laws of the State of New York (herein called the "Law"), to finance the acquisition of computer
hardware and software.

Section 2. The estimated maximum cost of the project described herein, including
preliminary costs and costs incidental thereto and the financing thereof, is \$177,870 and said
amount is hereby appropriated for such purpose. The plan of financing includes the issuance of
bonds in a principal amount not to exceed \$177,870 finance said appropriation, and the levy and
collection of taxes on all the taxable real property in the Village to pay the principal of said
bonds and the interest thereon as the same shall become due and payable.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to object or purpose for which said bonds are authorized to be issued, within the limitations of sections 11.00 a. 32 and 108 of the Law, is five (5) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a)

the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the Village.

* * *

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

AYES:

NOES:

The resolution was declared adopted.

HAWKINS

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

(212) 820-9620

February 20, 2025

Village of Freeport, New York
\$177,870 Bonds for Hardware/Software
(Our File Designation: 7673/47999)

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

Dear Pam:

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

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

I am forwarding the enclosed bond resolution with the understanding that all requirements of the New York State Environmental Quality Review Act ("SEQRA"), including either a negative declaration or the appropriate level of review of the project, have been complied with or will be complied with prior to adoption.

Please obtain and forward to me a certified copy of the Extract of Minutes and an original Affidavit of Publication, when available.

Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

FOUNDED 1854

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

With best regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to read 'W. J. Jackson', with a long horizontal flourish extending to the right.

William J. Jackson

WJJ/ml

Enclosures

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

EXTRACT OF MINUTES
Meeting of the Board of Trustees of the
Village of Freeport, in the
County of Nassau, New York
February 24, 2025

* * *

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

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

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

* * *

_____ offered the following resolution and moved its
adoption:

CERTIFICATE

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

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

(SEAL)

Village Clerk

(NOTICE AND SUMMARY OF RESOLUTION FOR PUBLICATION)

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

Pamela Walsh Boening
Village Clerk

BOND RESOLUTION OF THE VILLAGE OF FREEPORT,
NEW YORK, ADOPTED FEBRUARY 24, 2025,
AUTHORIZING THE ISSUANCE OF BONDS IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$177,870 TO
FINANCE THE ACQUISITION OF COMPUTER HARDWARE
AND SOFTWARE, STATING THE ESTIMATED MAXIMUM
COST THEREOF IS \$177,870 AND APPROPRIATING SAID
AMOUNT FOR SUCH PURPOSE

The object or purpose for which the bonds are authorized is the acquisition of computer hardware and software.

The period of probable usefulness is five (5) years.

The amount of obligations to be issued is \$177,870.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Village Clerk, at the Village Hall, 46 North Ocean Avenue, Freeport, New York.

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

AGENDA

BOARD OF TRUSTEES' MEETING

February 24, 2025

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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