

6. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of \$210,000 in bonds for the Acquisition of Vehicles for Use by the Fire Department.
- b) Request approval of the negative declaration pursuant to SEQRA authoring the issuance of \$735,000 in bonds for the Construction of Various Improvements to Village Firehouses.
- c) Request to extend the lease agreement between the Village of Freeport and the Freeport Police Benevolent Association (PBA) for the Freeport PBA pistol range located at the property known as the Freeport Municipal Stadium, for a twenty-five year term, ending March 3, 2050.
- d) Request to renew the contract for Bond Counsel with Hawkins, Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007, from March 1, 2025 through February 28, 2026, not to exceed \$30,000.

7. VILLAGE COMPTROLLER – Alvin McDaniel

- a) Request approval for the Village Comptroller’s Office to execute the following transfer to the 2024/2025 fiscal year operating budget:

FROM:

A129001 510100	Regular Salaries (Chief of Staff)	\$5,000.00
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TO:

A121004 540100	Other Expense	\$1,000.00
A121004 545300	Schools and Seminars	\$3,000.00
A164004 540400	Maintenance of Vehicles	\$1,000.00

8. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request resolution authorizing the issuance of \$210,000 in bonds for the Acquisition of Vehicles for Use by the Fire Department and for the Village Clerk to publish the required legal notice in the Freeport Herald.
- b) Request resolution authorizing the issuance of \$735,000 in bonds for the Construction of Various Improvements to Village Firehouses and for the Village Clerk to publish the required legal notice in the Freeport Herald.

COMMENTS PERMITTED ON AGENDA ITEMS

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 26, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

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

On August 10, 2015, the Board approved the Freeport Village website development and administration agreement with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502. Attached for your approval are the invoices for the Freeport Village Website and Intranet Core Subsite Hosting and Support and the SSL Certificate. The service term runs from March 1, 2025 to February 28, 2026 for a fee of \$6,844.23 for the Website and \$739.30 for the Intranet site (total cost - \$7,583.53). There was an increase in cost of \$148.72 from fiscal year 2025.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees retroactively approve the agreement for hosting, support and SSL Certificate with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502 for a cost of \$7,583.53 for the term running from March 1, 2025 to February 28, 2026; and that the Mayor be authorized to execute any and all documents necessary and proper to effectuate the agreement. These services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.

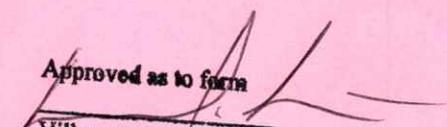


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Village Attorney
2/27/2025

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

WHEREAS, on August 10, 2015, the Board approved the Freeport Village website development and administration agreement with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502, for the Freeport Village Website and Intranet Core Subsite Hosting and Support and the SSL Certificate; and

WHEREAS, the agreement with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502, will be for a retroactive term from March 1, 2025 to February 28, 2026 for a fee of \$6,844.23 for the Website; and \$739.30 for the Intranet site (total cost - \$7,583.53); and

WHEREAS, there was an increase in cost of \$148.72 from fiscal year 2025; and

WHEREAS, these services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network); and there are sufficient funds available in this account to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor be is hereby authorized to sign any paperwork necessary to effectuate the agreement for hosting, support and SSL Certificate with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502, for a retroactive term from March 1, 2025 to February 28, 2026, for a cost of \$7,583.53.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

2/22/2025



Invoice

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

#327647

3/1/2025

PO #



Bill To
Dan Layer, Comptroller
Village of Freeport
46 N Ocean Avenue
Freeport New York 11520

TOTAL DUE

\$6,844.23

Due Date: 3/31/2025

Terms	Due Date	PO #	Approving Authority
Net 30	3/31/2025		

Qty	Item	Start Date	End Date
1	Website Annual Fee Renewal for Website Hosting & Support	3/1/2025	2/28/2026
1	SSL Certificate Annual Fee	3/1/2025	2/28/2026
1	CivicMedia Standard Annual Fee Renewal - includes live streaming + 10GB storage	3/1/2025	2/28/2026
1	48 Month Redesign Ultimate Annual - CivicEngage Central	3/1/2025	2/28/2026

Total \$6,844.23

Due \$6,844.23

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

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



Invoice

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

#327652

3/1/2025

PO #



Bill To

Dan Layer, Comptroller
Village of Freeport
46 N Ocean Avenue
Freeport New York 11520

TOTAL DUE

\$739.30

Due Date: 3/31/2025

Terms	Due Date	PO #	Approving Authority
Net 30	3/31/2025		

Qty	Item	Start Date	End Date
1	Standard Department Header Annual Fee: Intranet	3/1/2025	2/28/2026

Total	\$739.30
Due	\$739.30

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

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

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: February 25, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: NYSERDA Grant for Distributed Energy Resources Assessment and Feasibility Study

The Village of Freeport submitted a proposal to the New York State Energy Research and Development Authority (NYSERDA) for a grant to conduct a distributed energy resources (DER) assessment and feasibility study. NYSERDA recently awarded the Village a grant of \$199,216.00 to conduct the study. The study will evaluate various DER technologies, their optimal placement within the grid, and their potential impacts on the Village's electric system resilience, reliability and sustainability. Attached for your review is the agreement with NYSERDA (Agreement #243341) that contains the terms for the award of the \$199,216.00 grant.

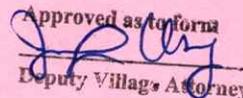
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the agreement with the New York State Energy Research and Development Authority, 17 Columbia Circle, Albany, NY 12203-6399 for the award of \$199,216.00 for the distributed energy resources assessment and feasibility study for the Village of Freeport for the project period February 18, 2025 to April 1, 2026. Further, that the Mayor be authorized to execute any and all documents necessary to effectuate this agreement.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport submitted a proposal to the New York State Energy Research and Development Authority (NYSERDA) for a grant to conduct a distributed energy resources (DER) assessment and feasibility study; and

WHEREAS, NYSERDA recently awarded the Village a grant of \$199,216.00 to conduct the study; and

WHEREAS, the agreement with the New York State Energy Research and Development Authority, 17 Columbia Circle, Albany, NY 12203-6399, for the distributed energy resources assessment and feasibility study for the Village of Freeport for the project period retroactive from February 18, 2025 to April 1, 2026; and

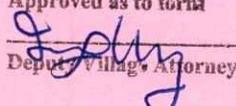
WHEREAS, the study will evaluate various DER technologies, their optimal placement within the grid, and their potential impacts on the Village's electric system resilience, reliability and sustainability; and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees for the Incorporated Village of Freeport hereby determines that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to grant funding; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized execute any documents necessary for the grant award from the New York State Energy Research and Development Authority, 17 Columbia Circle, Albany, NY 12203-6399, for the distributed energy resources assessment and feasibility study for the Village of Freeport, for the project period retroactive from February 18, 2025 to April 1, 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

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: 243341
2. Contractor: Village of Freeport d/b/a Freeport Electric Inc.
3. Project Director: Eric Rosmarin
4. Effective Date: February 18, 2025
5. Total Amount of Award: \$199,216
6. Project Period: February 18, 2025 - January 30, 2026
7. Expiration Date: April 1, 2026
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, NYSERDA Report Content Guide 2017.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

**VILLAGE OF FREEPORT D/B/A
FREEPORT ELECTRIC INC.**

**NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY**

Signature: _____

Signature: _____

Name _____

NYSERDA Authorized Signatory

Title _____

Approved as to form

Deputy Village Attorney

Exhibit A
STATEMENT OF WORK

Freeport Electric DER for Adaptive Capacity Assessment and Feasibility Study

BACKGROUND/OBJECTIVES

The Village of Freeport d/b/a Freeport Electric Inc. (Contractor), faces increasing challenges in maintaining grid resilience due to aging infrastructure, rising extreme weather events, and the need to integrate more renewable energy sources. This project aims to conduct a comprehensive study to assess and prioritize Distributed Energy Resource (DER) projects that will enhance the system's adaptive capacity during disruptive events.

With this study, the Contractor will evaluate various DER technologies, their optimal placement within the grid, and their potential impacts on system resilience, reliability, and sustainability. The study will provide a roadmap for implementing the most effective DER solutions, aligning with New York State's clean energy goals while improving the Contractor's grid resilience and adaptability to future challenges.

DEFINITIONS

DER: Distributed Energy Resources

DOE: Department of Energy

NYSERDA: New York State Energy Research and Development Authority

RFI: Request for Information

SAIDI: System Average Interruption Duration Index

GHG: Greenhouse Gas

The Contractor is defined as:

Village of Freeport d/b/a Freeport Electric Inc.

Eric Rosmarin

46 N Ocean Freeport, NY 11520

erosmarin@freeportelectric.com / 516-377-2220

The Project Site(s) is/are defined as:

Village of Freeport Electric System

Various

Freeport, NY 11520

Subcontractor(s) is/are defined as:

TBD

To be procured via RFP

Task 0 - Project Management and Progress Reporting (Required)

Responsibility

Regardless of subcontracting arrangements, the Contractor shall be responsible for the timely completion of all the Tasks in the Statement of Work per the Milestone Payment Schedule included herein. The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, as per attached Milestone Payment Schedule, which shall include the following activities:

- Coordinate the Work of the Contractor's employees and those of sub-contractors and equipment vendors that are undertaking Tasks described in this Statement of Work;
- Ensure control over the project budget and adherence to the project schedule as detailed in the Milestone Payment Schedule; and
- Provide all project reporting to NYSERDA as specified in this Statement of Work.

Subcontracts

- The Contractor shall conduct a competitive Request for Proposals (RFP) and enter into a Subcontract with the winner of the competitive RFP to complete tasks including comprehensive data collection and analysis of Contractor's existing electric grid infrastructure, evaluating various DER technologies suitable for Contractor's specific needs, and developing advanced simulation models to assess the impact of different DER configurations. The competitively selected consultant (Subcontractor) will also perform detailed cost-benefit analyses for potential DER projects, evaluate the feasibility of implementing microgrid solutions for critical infrastructure, and design a comprehensive metrics collection and reporting program aligned with DOE requirements. Additionally, the Subcontractor will create a prioritized roadmap for DER implementation, provide expert guidance on regulatory compliance and permitting requirements, and assist in preparing the final report with technical insights and recommendations.

Deliverable: At NYSERDA's request, the Contractor shall submit a copy of the above agreements to the NYSERDA Project Manager.

Progress Reporting

The Contractor shall submit quarterly progress reports, to NYSERDA's Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

- a. Name of Contractor
- b. Title of the project.
- c. Agreement number.
- d. Reporting period.
- e. Project progress including a summary of progress, findings, data, analyses, results and field-test results from all Tasks carried out in the covered period.
- f. Planned Work for the next reporting period.

- g. Identification of problems.
- h. Planned or proposed solutions to identified problems described in (g) above.
- i. Ability to meet Milestone Payment Schedule, reasons for slippage in schedule.
- j. Milestone Payment Schedule - percentage completed and projected percentage of completion of performance by calendar quarter - may be presented as a bar chart or milestone chart.
- k. Budget- analysis of actual costs incurred in relation to the Milestone Payment Schedule.

Deliverables: Written Periodic Progress Reports.

Project Kick-off Meeting

The Contractor shall hold a project kick-off meeting within thirty days from the Agreement execution date. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of subcontractors and equipment vendors. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this Work. In a timely manner, the Contractor shall submit to NYSERDA's Project Manager a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Deliverable: A brief report regarding the project kickoff meeting.

Project Completion Meeting

The Contractor shall conduct a project completion meeting, which shall occur within 15 days prior to and 15 days following the submission of the draft Final Report. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place.

Deliverable: A brief report regarding the project completion meeting.

Accessibility. Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by NYSERDA and any report on the results of such testing must be satisfactory to NYSERDA.

Task 1 - Data Collection and System Assessment

The Contractor shall direct the Subcontractor to:

1. Collect and analyze historical data on the Contractor's electric grid performance, including outage frequency, duration, and causes.
2. Gather information on current grid infrastructure, including age, capacity, and condition of key components.
3. Identify critical loads and vulnerable areas within the Contractor's electric system.
4. Collect data on local renewable energy potential, including solar irradiance and wind patterns.
5. Analyze historical weather data and climate projections to assess future risks to the grid.

The Contractor shall:

1. Promptly respond to any Requests for Information (RFIs) for data submitted by the Subcontractor
2. Monitor and oversee the progress of the Subcontractor Task 1 Deliverables.

Task 1 Deliverables:

A report detailing:

Data that was collected from the Contractor's system, data on current grid infrastructure, identified critical loads and vulnerable areas, data on local renewable energy potential, data on historical weather data and climate projects, and results from proposed analyses

Task 1 Schedule: Months 0-2

Task 2 - DER Technology Evaluation and Feasibility Analysis

The Contractor shall direct the Subcontractor to:

1. Evaluate various DER technologies suitable for Contractor's needs, including solar photovoltaic (PV), battery storage, small-scale wind, and fuel cells.
2. Develop models to simulate the integration of different DER configurations into Contractor's existing grid.
3. Conduct a cost-benefit analysis of potential DER projects, considering initial investment, ongoing costs, and expected benefits.
4. Assess the technical feasibility of implementing microgrid solutions for critical infrastructure.
5. Analyze the potential impact of DERs on grid stability, reliability, and power quality.

The Contractor shall:

1. Hold weekly progress meetings with the Subcontractor.
2. Monitor and oversee the progress of the Subcontractor.
3. Make Go/No-Go decision on further investigating specific project types based on preliminary information.

Task 2 Deliverables:

A report detailing:

- The results of the evaluation of suitable DER technologies
- Explanation of models developed to simulate the integration of DERs into Contractor's grid
- The results of the cost-benefit analysis of potential DER projects
- The results of technical feasibility assessment on microgrid solutions
- The results of analysis of potential impacts of DER on grid variables

Task 2 Schedule: Month 3-4

Task 3 - Metrics Collection and Required Reporting

The Contractor shall direct the Subcontractor to:

1. Develop a comprehensive metrics reporting program that aligns with DOE's reporting requirements.
2. Establish baseline measurements for key performance indicators, including SAIDI, outage frequency, recovery time, power quality, and GHG emissions.
3. Design data collection methodologies for ongoing monitoring of DER performance and grid impacts.
4. Create a reporting framework that allows for easy compilation and submission of required metrics to DOE.
5. Integrate the metrics program with Contractor's existing operational systems where possible.

The Contractor shall:

1. Hold weekly progress meetings with the Subcontractor.
2. Review Subcontractor's work and ensure compliance with DOE requirements.

Task 3 Deliverables: A report detailing:

- A summary of the metrics program and how it meets the DOE reporting requirements

Task 3 Schedule: Months 2-3

Task 4 - DER Implementation Roadmap Development

The Contractor shall direct the Subcontractor to:

1. Prioritize potential DER projects based on their impact, feasibility, and alignment with Contractor's needs.
2. Develop a phased implementation plan for the top-priority DER projects.
3. Create detailed technical specifications for recommended DER installations.
4. Outline regulatory and permitting requirements for proposed projects.
5. Identify potential funding sources and financing mechanisms for DER implementation.
6. Incorporate Stakeholder and Community feedback.

The Contractor shall:

1. Thoroughly review Subcontractors findings.
2. Engage with and solicit feedback from Stakeholders and the Community.
3. Make Go/No-Go decision regarding the development for a full implementation plan based on analysis to this point.

Task 4 Deliverables:

A report detailing:

- The developed DER implementation roadmap that details the items listed in the task above.

Task 4 Schedule: Months 4-6

Task 5 - Final Report

Upon completion of the contract period, the Contractor shall prepare a non-proprietary/nonconfidential Final Report, in accordance with the Exhibit E Report Content Guide, covering all aspects of the Work performed under this Agreement; the report shall include information on the following subjects:

- Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
- Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the project; and
- Environmental, and economic benefits, and implementation scenarios associated with such.
- Thorough explanation of metrics reporting program that meets DOE reporting requirements

Draft Version and Final Version of Final Report: A draft version of the Final Report shall be submitted to NYSERDA's Project Manager no later than the date specified in the Schedule. NYSERDA will comment on the draft version within 60 working days after receipt of such draft. Within 30 working days after receipt of NYSERDA's comments, the Contractor shall prepare a final version of the report reflecting therein careful consideration of NYSERDA's comments to the satisfaction of NYSERDA and submit an electronic copy of the final version of the Final Report.

Deliverables: A draft version of the Final Report
A final version of the Final Report

Task 5 Schedule: Month 7

Milestone Payment Schedule
Assessment and Feasibility Study
Village of Freeport Electric Department

Task Number	Milestone Number	Project # 243341 Deliverables	Month Complete	NYSERDA Milestone Payment	Total Internal Cost Share
0		Project Management and Reporting			
1.0		Data Collection and System Assessment <i>1. A report detailing: Data that was collected from the Contractor's system, data on current grid infrastructure, identified critical loads and vulnerable areas, data on local renewable energy potential, data on historical weather data and climate projects, and results from proposed analyses</i>	2	\$40,000	\$0
2.0		DER Technology Evaluation and Feasibility Analysis <i>A report detailing: • The results of the evaluation of suitable DER technologies • Explanation of models developed to simulate the integration of DERs into Contractor's grid • The results of the cost-benefit analysis of potential DER projects • The results of technical feasibility assessment on microgrid solutions • The results of analysis of potential impacts of DER on grid variables</i>	4	\$50,000	\$0
3.0		Metrics Collection and Required Reporting <i>A report detailing: • A summary of the metrics program and how it meets the DOE reporting requirements</i>	3	\$30,000	\$0
4.0		DER Implementation Roadmap Development <i>A report detailing: • The developed DER implementation roadmap</i>	6	\$50,000	\$0
5.0		Final Written Document and Recommendations <i>1. A draft version of the Final Written Document. 2. A final version of the Final Written Document. 3. Completion of all technology transfer activities approved by NYSERDA's Project Manager.</i>	7	\$29,216	\$0
			Total	\$199,216	\$0
			Total Project Cost		\$199,216

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment,

the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial

portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The

draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to any Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section

92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

(f) In conjunction with Contractor's performance of the Project, NYSERDA or other entities may furnish Contractor with information concerning the Work that is collected and stored by, or on behalf of, NYSERDA (the "Information"). The Contractor must follow the policies and procedures outlined in the New York State Information Classification Policy (NYS-S14-002) available at <https://its.ny.gov/policies>.

In addition, the Contractor must follow the policies and procedures found on the Doing Business with NYSERDA webpage at <https://www.nyserda.ny.gov/About/Doing-Business-with-NYSERDA>, as amended and superseded.

(i) Any non-public, confidential, or proprietary Information will be kept confidential and will not, without NYSERDA's prior written consent, be disclosed by Contractor, Contractor's agents, employees, contractors or professional advisors, in any manner whatsoever, in whole or in part, and will not be used by Contractor, Contractor's agents, employees, contractors or professional advisors other than in connection with the Work. Contractor agrees to transmit the Information only to Contractor's agents, employees, contractors and professional advisors who need to know the Information for that purpose and who are informed by Contractor of the confidential nature of the Information and who will agree in writing to be bound by the terms and conditions of this Agreement.

(ii) The NYS Office of Information Technology Services (ITS) establishes and regularly updates policies, standards, and guidelines for technology and information security (collectively referred to as "ITS Security Policies") for State Entities, including NYSERDA. Contractor shall conform to the requirements of ITS Security Policies when conducting work on behalf of NYSERDA including, but not limited to, application development, web development, hosting, or managing NYSERDA's sensitive data are required to comply with the NYS requirements. These requirements include, but are not limited to, the NYS Information Security Policy NYS-P03-002, as amended and superseded, which sets forth the minimum requirements, responsibilities, and accepted behaviors to establish and maintain a secure environment and achieve the State's information security objectives.

(iii) NYSERDA is required under State and federal law and policy to make web site content (web pages, images, and applications) and web-published documents (PDF, MS-Word, MS-PowerPoint, MS-Excel, etc.) accessible to people with disabilities. Contractor shall ensure that any network-based information and applications development, or programming delivered under this Agreement shall comply with Semantically correct and properly formatted documents and web pages are critical for accessible content. For example, a screen or text reader can convert the text of a properly formatted electronic document or web page into speech so a person with a visual disability can successfully hear the text of the web page or document. [NYSERDA's Accessibility Requirements \[PDF\]](#), which also includes links to the WCAG 2.0 accessibility guidelines as well as tutorials for creating accessible web content. Contractor shall also use [Word to Acrobat Accessibility Guide \[PDF\]](#) to ensure documents comply with accessibility requirements and [Guide to Creating Alt Text Guide \[PDF\]](#) to create and apply appropriate alternative text to images, charts, or other visuals.

(iv) The Contractor shall ensure any NYSERDA-branded website created under this Agreement or hosted by the Contractor complies with New York State's language access policy by offering interpretation services in the language requested and providing important forms and

documents in at least the top 12 most commonly spoken languages in New York State, in addition to English.

Read the [NYS ITS Language Access Plan](#). Visit the [Language Access website](#).

A complete list of ITS Security Policies is available at: <https://its.ny.gov/policies>.

Contractor shall comply with the requirements below when managing NYSERDA's data outside NYSERDA's systems with a Moderate or High rating as per the Information Asset Identification Worksheet found in the New York State Information Classification Policy (NYS-S14-002) <https://its.ny.gov/document/information-classification-standard> as follows:

- Maintain Cyber Security Insurance at the amount indicated in Section 11.02
- Provide a signed self-attestation on an annual basis for multiyear contracts
- For all systems with a High Rating, maintain up-to-date SOC 2 Type 2 Assessment Report and provide to NYSERDA upon request.

Contractor shall notify NYSERDA's Information Security Officer immediately upon discovery or notification of any security breaches or vulnerabilities:

- ? information.security@nyserda.ny.gov
- ? (518) 862-1090 x3486

Contractor will keep a record of the location of the Information. At the conclusion of the Project Period, Contractor will return to NYSERDA all the Information and/or provide proof to NYSERDA that the Information was destroyed. Contractor also agrees to submit to an audit of its data security/destruction practices by NYSERDA or its representative during the contract term and for up to two (2) years following the expiration of the Agreement.

(g) If, in the course of performance of the Agreement, Contractor or Subcontractors (if any) encounter any information in NYSERDA's Salesforce or other database platforms that a reasonable person would identify as unrelated to the Agreement or otherwise inadvertently produced to Contractor or Subcontractors, Contractor shall notify NYSERDA immediately and neither Contractor nor Subcontractor shall use such inadvertently produced information for its own use. Any Contractor access to NYSERDA information shall be used solely for NYSERDA-related matters. This shall include, but not be limited to, access to the Salesforce CRM.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

- (a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal

authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, Contractor shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by Contractor or any of Contractor's affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or Contractor.

Article XI

Insurance

Section 11.01. Maintenance of Insurance: Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03. Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for

accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson
Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203
Facsimile Number: (518) 862-1091
E-Mail Address: Wendy.MacPherson@nysesda.ny.gov
Personal Delivery: Reception desk at the above address

Village of Freeport

Name: Eric Rosmarin
Title: Chief Power Plant Operator
Address: 46 N Ocean Ave, Freeport, NY 11520
E-Mail Address: erosmarin@freeportelectric.com

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the

Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSEKDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSEKDA, as stated above, and shall be submitted to NYSEKDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSEKDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSEKDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSEKDA requires additional time for considering approval, NYSEKDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSEKDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in 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 this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an

authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the 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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this

paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such

manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not

on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

(b) This Exhibit applies generally to payments due and owing by NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this

Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

New York State Energy Research and Development Authority (NYSERDA)

2017 Report Content Guide

Revised 8/26/16

(Replaces the 2016 NYSERDA Report Content Guide)

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This Report Content Guide should be used in conjunction with the following documents, which are available at nyscrda.ny.gov/Doing-Business-with-NYSERDA:

- 2017 NYSERDA Report Formatting Guide
- 2017 NYSERDA Marketing's Template for Reports (including example)

1 Purpose

This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print unless the NYSERDA Project Manager approves special circumstances. Please direct questions about technical content and submission deadlines to your NYSERDA Project Manager. For questions related to formatting and electronic submission of the report, contact Diane Welch in NYSERDA Marketing at 518-862-1090, ext. 3276 or dlw@nysesda.ny.gov

2 Required Elements

Section 6 includes a checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

- Title page (no page number):
 - o Include title of report, draft or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name of organization, individuals and affiliation, report number (NYSERDA will provide during editing), contract number and date report submitted.

Notice (small Roman numerals for page numbers i.e., ii):

- o Option 1—When NYSERDA is the project's sole sponsor, this notice must be used:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter "NYSERDA"). The opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, NYSERDA, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage

resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov.

Information contained in this document, such as web page addresses, are current at the time of publication.

- Option 2—When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the [Insert Co-Sponsor's Name] (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov

Information contained in this document, such as web page addresses, are current at the time of publication.

Abstract and Keywords (optional; small Roman numerals for page numbers):

- The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the New York State Library and the Library of Congress. A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.

Acknowledgments (optional; small Roman numerals for page numbers):

- If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.

Table of Contents (small Roman numerals for page numbers):

- The Table of Contents should list front matter material (except the Table of Contents) and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.

List of Figures (small Roman numerals for page numbers).

- If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

List of Tables (small Roman numerals for page numbers).

- If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

Acronyms and Abbreviations List (small Roman numerals for page numbers):

- All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
- First reference to NYSERDA in text should be “the New York State Energy Research and Development Authority (NYSERDA).” Subsequent references should read simply “NYSERDA.”
- When referring to New York State, use “New York State” on first use and abbreviate “the State” for subsequent uses.
- Use a one- or two-column layout for the list, but do not use a table.

Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):

- An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.

Main Text (sequentially numbered pages i.e., 1, 2, 3 etc. preferred, but chapter-page numbering is acceptable).

Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to comply with ADA Accessibility are required. Refer to ADA guidelines for the best way to represent data with reference to colors. Preferences for tables are listed in this document.

- Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable. Do not use wrap text.

References Cited and Bibliography information (as needed; continue sequential page numbering):

- References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
- Endnote style for reference citations is preferred but footnotes are acceptable.
- Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
- Full reference citations listed alphabetically by the last name of the first author.
- Citation format is based on Chapter 15 (Documentation II: Author-Date References) of The Chicago Manual of Style (16th edition).
- Use the following format to refer to reports published by NYSERDA:

New York State Energy Research and Development Authority (NYSERDA). Year of publication. "Title of Report," NYSERDA Report Number xx-yy. Prepared by organization, company or individual names and city/state location (optional). nyserdera.ny.gov/publications

Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B page numbering):

- In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)

Alternative text that describes figures and tables to meet Accessibility requirements. (A separate Word file is fine—see Section 2.2 for more details).

2.1 Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

2.2 Proprietary or Confidential Information

Proprietary or confidential information must be clearly labeled in the report submission as “proprietary” or “confidential.” To the extent possible, the information should be contained within one section or appendix that can be easily removed prior to publishing. Consult your NYSERDA Project Manager with any questions.

2.3 Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA’s website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to NYSERDA must meet the following requirements:

Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).

Pick one of the formatting options outlined in Section 3 of this document.

Provide short titles for all tables, images, and figures.

Provide Alternative Text (also known as alt-text) that describes the visual elements of each image and figure—and does not just repeat the title or caption. Include alt text for any tables that are inserted as images.

- Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example (“Visit...”).
- Avoid linking to “click here” or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA’s website to “NYSERDA” instead of putting a long URL in text.
- Visit nyserdera.ny.gov/Doing-Business-with-NYSERDA for more information about how to make a document accessible.

3 Formatting

Contractors have two options for the format of a submitted document:

Option 1—NYSERDA does the formatting

Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.

File should include outline level numbering with each section head (1 is Level 1 Heading, 1.1 is Level 2 Heading, 1.1.1 is Level 3 Heading, 1.1.1.1 is Level 4 Heading), not to exceed Level 4.

Each figure and table should have a call-out in the main text (i.e., Figure 1 shows... or According to Figure 1,... or (Figure 1) at the end of a sentence).

Figures and tables along with their titles and sources (and captions if necessary) should be grouped together at the back of the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures.

NYSERDA will format the document according to the 2016 NYSERDA Marketing's Template for Reports.

Option 2—Contractor does the formatting

Visit nyserdera.ny.gov/Doing-Business-with-NYSERDA to download:

- [Report template \(2016 NYSERDA Marketing's Template for Reports\).](#)
- [Details about report formatting \(2016 NYSERDA Report Formatting Guide\).](#)

Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report. Do not hyperlink websites.

4 Submitting a Report to NYSERDA

No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other stakeholders. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report. NYSERDA will consider high-resolution image submissions for report covers.

5 Contacts

The NYSERDA Project Manager should be the contractor's primary point of contact. For additional questions, contact Diane Welch in NYSERDA Marketing at dlw@nyserdera.ny.gov or 518-862-1090 x3276.

Contractors can also email print@nyserdera.ny.gov or call 518-862-1090 and ask for Marketing.

6 Required Elements Checklist

The following elements should be included in reports, unless noted as optional, along with the style of page numbers is listed in parentheses:

Title page (no page number).

Notice (small Roman numeral page numbers, i.e., ii).

Abstract

Keywords (optional; small Roman numerals).

Acknowledgments (optional; small Roman numerals).

Table of Contents (small Roman numerals).

List of Figures (small Roman numerals).

List of Tables (small Roman numerals).

Acronyms and Abbreviations List (small Roman numerals).

Executive Summary or Summary (optional; ES-1 or S-1 etc).

Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).

Figures and tables with sequential numbering (Figure 1, Figure 2, etc.), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.

- Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable. Do not wrap text.

References Cited and Bibliography information.

Appendices (optional; page numbering is A-1 etc. for Appendix A, B-1 etc. for Appendix B).

Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as “Reprinted with permission from [publisher’s name].”

Alternative text that describes each image and figure (include Alt text for tables that are included as images) —and does not just repeat the title or caption. (See Section 2.3 for more information.) The text should be listed at the end of the document or provided in a separate file.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 24, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Consulting Agreement Renewal – P.W. Grosser Consulting, Inc.

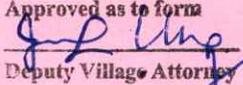
Attached is an agreement for P.W. Grosser Consulting, Inc. (PWGC) to continue to provide environmental engineering services to the Inc. Village of Freeport. PWGC is a civil and environmental engineering firm specializing in soil and groundwater investigations, remedial and environmental design, remediation and environmental compliance. As the Electric Department has limited engineering capability, over the years PWGC has provided a significant level of expertise to the Electric Department on an as needed basis. PWGC's services include, among others, handling emergency issues related to soil management, PCBs, and storm water management and providing support for our State Pollutant Discharge Elimination System (SPDES), Chemical Bulk Storage and toxic/hazardous substances permit. It is important to have this company available for immediate use. To date, the Utility expended \$18,192.50 on PWGC's services out of the \$22,000.00 allocated for the current contract.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board retroactively approve the renewal agreement for environmental engineering services with P.W. Grosser Consulting, Inc. of 630 Johnson Avenue, Suite 7, Bohemia, NY 11716 for a not to exceed cost of \$22,000.00 for the period March 1, 2025 to February 28, 2026. Although, most of the hourly rates for the year 2025 have increased, the cap will remain the same as in the current contract. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. PWGC's services shall be funded through account numbers E 7143151 510000 (Agency Fees PP 1), E 7143152 510000 (Agency Fees PP 2), and E 7143156 510000 (Agency Fees CT2).



Eric Rosmarin
Superintendent of Electric Utilities

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

WHEREAS, the Freeport Electric Utility is in need of certain environmental field engineering, specializing in soil and groundwater investigations, remedial and environmental design, remediation and environmental compliance; 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, P.W. Grosser Consulting, Inc. (PWGC), with offices at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716, possesses the requisite expertise in this field and has provided the Utility valuable service over the years; and

WHEREAS, on January 22, 2024, the Board approved an agreement for environmental engineering services with P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, New York 11716 for a term of one year from March 1, 2024 to February 28, 2025 for a not to exceed cost of \$7,000; and

WHEREAS, on September 9, 2024, the Board approved for additional funds in the amount of \$15,000.00 for P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, NY 11716, to prepare the Power Plant 2 SPDES permit renewal application, raising the contract value from \$7,000.00 to \$22,000.00; and

WHEREAS, to date, the Utility expended \$18,192.50 on PWGC's services out of the \$22,000.00 allocated for the current contract; and

WHEREAS, the Electric Utility wishes to renew the contract with PWGC for a term from March 1, 2025 through February 28, 2026, with a not to exceed amount of \$7,000.00 (most of the hourly rates for the year 2025 have increased, the cap will remain the same as in the current); and

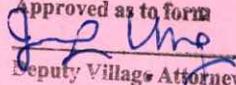
WHEREAS, these services shall be funded through account numbers E 7143151 510000 (Agency Fees PP1), E 7143152 510000 (Agency Fees PP2), and E 7143156 510000 (Agency Fees CT2); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor is hereby authorized to execute any documents necessary to effectuate an agreement for environmental engineering services with P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, New York 11716, for a term from March 1, 2025 to February 28, 2026, for a not to exceed cost of \$22,000.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

VOTING

Approved as to form

Deputy Village Attorney

Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING

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 Trustee Martinez that the following resolution be adopted:

WHEREAS, the Freeport Electric Utility is in need of certain environmental field engineering, specializing in soil and groundwater investigations, remedial and environmental design, remediation and environmental compliance; and

WHEREAS, P.W. Grosser Consulting, Inc. (PWGC), with offices at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716, possesses the requisite expertise in this field and has provided the Utility valuable service over the years; and

WHEREAS, on February 6, 2023, the Board approved the contract with P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, New York 11716, for a term of one year from March 1, 2023 to February 29, 2024, for a not to exceed cost of \$7,000; and

WHEREAS, the fiscal year to date, the Utility has expended no money on PWGC's services out of \$7,000.00 allocated for the current contract; and

WHEREAS, the Electric Utility wishes to renew the contract with PWGC for a term from March 1, 2024 through February 28, 2025, with a not to exceed amount of \$7,000.00 (while some of the hourly rates have increased, the total cap has not changed from the prior contract); 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, these services shall be funded through account numbers E 7143151 510000 (Agency Fees PP1), E 7143152 510000 (Agency Fees PP2), and E 7143156 510000 (Agency Fees CT2); 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 documents necessary to effectuate an agreement for environmental engineering services with P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, New York 11716 for a term of one year from March 1, 2024 to February 28, 2025 for a not to exceed cost of \$7,000.

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

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 September 10, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 9, 2024:

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

WHEREAS, on January 22, 2024, the Board approved the agreement for environmental engineering services with P.W. Grosser Consulting (PWGC), Inc., 630 Johnson Avenue, Suite 7, Bohemia, New York 11716, for a term of one-year from March 1, 2024 to February 28, 2025 for a not to exceed cost of \$7,000; and

WHEREAS, PWGC will be completing Tier II reporting on hazardous chemicals for Power Plants 1 and 2 at a cost of \$3,000.00; this leaves \$4,000.00 available for environmental issues that may arise during the rest of the fiscal year; and

WHEREAS, the Department of Environmental Conservation recently requested a full State Pollutant Discharge Elimination System (SPDES) permit application for Power Plant 2; and

WHEREAS, PWGC prepared SPDES permit applications for the Electric Department in the past and is willing to assist with preparing the permit for an estimated cost of \$15,000.00; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for additional funds in the amount of \$15,000.00 for P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, NY 11716, to prepare the Power Plant 2 SPDES permit renewal application, raising the contract value from \$7,000.00 to \$22,000.00; and

WHEREAS, this expense will be charged to E 7143156 510000 and E 7143152 510000; 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 documents necessary for additional funds in the amount of \$15,000.00 for P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, NY 11716, to prepare the Power Plant 2 SPDES permit renewal application, raising the contract value from \$7,000.00 to \$22,000.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

In Favor

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

P.W. GROSSER CONSULTING, 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 _____, 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and P.W. GROSSER CONSULTING, INC., with an office located at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716-2618 (hereinafter referred to as "PWGC"):

WITNESSETH:

WHEREAS, P.W. GROSSER CONSULTING, INC., has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular environmental engineering services;

WHEREAS, P.W. GROSSER CONSULTING, INC., 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 PWGC as an independent contractor, and PWGC hereby accepts contract based upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph eleven (11) herein. The IVF will compensate PWGC for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by PWGC under this Agreement, the IVF shall pay PWGC a fee not to exceed \$22,000.00 payable at the rates delineated in Attachment A (PWGC Rate Schedule). All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

PWGC shall provide environmental engineering services to the IVF, as needed.

5. *Extent of Services.*

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

6. *Expenses.*

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

PWGC acknowledges and agrees that this contract shall not give or extend to PWGC 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 PWGC under the terms of this Agreement. Moreover, PWGC will hold the IVF harmless for any automobile liability that may occur on IVF property. PWGC further acknowledges and agrees that PWGC will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Insurance.*

PWGC 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.

- PWGC 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.
- 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).
- 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).
- 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, PWGC is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to PWGC.

10. *Assignment.*

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

11. *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

P.W. GROSSER CONSULTING, INC.
630 Johnson Avenue
Suite 7
Bohemia, NY 11716

12. *Confidentiality.*

PWGC 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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *Disclosure.*

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

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

INC. VILLAGE OF FREEPORT

BY:

ROBERT T. KENNEDY, MAYOR

P.W. GROSSER CONSULTING, INC.

BY:

PAUL K. BOYCE, PRESIDENT

ATTACHMENT A



2025 PWGC RATE SCHEDULE	
Category	Hourly
PRINCIPALS	
Senior Principals	\$340.00 - \$430.00
Principals	\$220.00 - \$335.00
PROJECT MANAGEMENT	
Senior Project Manager	\$185.00 - \$305.00
Project Manager	\$150.00 - \$235.00
HYDROGEOLOGIST/GEOLOGIST/ENVIRONMENTAL SCIENTIST (HYDRO/GEO/ES) /ECOLOGICAL RESOURCES	
Senior Hydrogeologist, PG	\$170.00
Senior Hydro/GEO/ES	\$120.00 - \$130.00
Project Hydro/GEO/ES	\$110.00 - \$115.00
Field Hydro/GEO/ES	\$100.00
Senior Environmental Tech	\$100.00
Environmental Tech	\$90.00
Senior Wetland Specialist	\$250.00
ENGINEERING	
Senior Engineer	\$165.00 - \$215.00
Project Engineer	\$135.00 - \$160.00
Staff Engineer	\$130.00
Senior Engineering Tech	\$170.00 - \$210.00
Senior Environmental Planner	\$145.00 - \$220.00
Environmental Planner	\$100.00 - \$110.00
GIS/CADD SERVICES/Civil 3D	
Senior Geospatial Geologist	\$180.00
Senior GIS Analyst	\$110.00
GIS Analyst	\$95.00
OTHER SERVICES	
IT Services	\$150.00
Administrative Services	\$90.00

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

February 24, 2025

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Anderson Tavares – Hose Co. #2

✓ **Rosalyn Johnson – Emergency Co. #9**

Christian Caraballo – Emergency Co. #9

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

AGENDA

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T. Kennedy, Mayor

FROM: Michael J. Smith, Chief of Police

DATE: 01/21/2025

RE: Idemia Identity and Security USA LLC, LiveScan

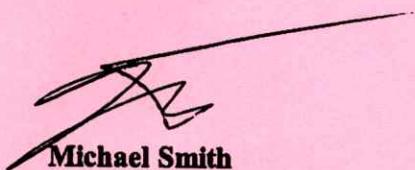
This is to request the renewal of a service contract with Idemia Identity and Security USA LLC for the Livescan Fingerprinting System. This system is critical to police operations and requires routine maintenance. System failures may result in delays in arrest processing and unnecessary overtime. Coverage includes on-site support for hardware and software.

This contract will be in effect from 03/01/2025 – 12/31/2025, and at that time our fingerprinting machine will be at the end of it's life cycle.

The total cost for this agreement is \$2,591.00 and is budgeted in account A312004 542800 – Service Contracts. This is a \$221 decrease from last year due to the contract being pro-rated for 9 months.

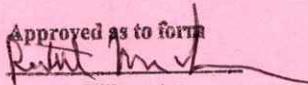
Idemia Identity and Security USA LLC is located at 14 Colombia Circle Dr, Suite 102, Albany, NY 12203. The point of contact is Susan Noisseau, 518-608-1383, susan.noisseau@idemia.com.

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



Michael Smith

Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 5, 2024, the Board approved the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$2,812.00; and

WHEREAS, the Village of Freeport requires equipment necessary to implement an automated fingerprint system which can communicate electronically with the Nassau County Police Department; and

WHEREAS, the Livescan Fingerprinting System is critical in the processing of arrested persons and to maintain its reliability it requires routine maintenance; and

WHEREAS, the Village of Freeport requires an Agreement to maintain and support said equipment; and

WHEREAS, Idemia Identity and Security USA LLC (formerly known as Safran MorphoTrak, LLC), 14 Colombia Circle Drive, Suite 102, Albany, New York 12203 is the sole source provider of the maintenance and support for said equipment; and

WHEREAS, this contract with Idemia Identity and Security USA LLC will be in effect for a retroactive term from 03/01/2025 – 12/31/2025, and at that time the fingerprinting machine will be at the end of its life cycle; and

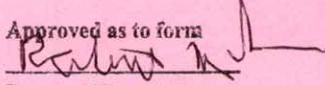
WHEREAS, the total cost of \$2,591.00, with a \$221.00 decrease from last year; and

WHEREAS, this expense is budgeted for in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approves, and the Mayor be and is hereby authorized to execute any paperwork necessary to effectuate the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a retroactive term from March 1, 2025 to December 31, 2025, for a total cost of \$2,591.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Michael J. Smith, Chief of Police 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 Squeri, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

WHEREAS, on January 9, 2023, the Board approved the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a term from March 1, 2023 to February 29, 2024, for a total cost of \$2,678.00; and

WHEREAS, the Village of Freeport requires equipment necessary to implement an automated fingerprint system which can communicate electronically with the Nassau County Police Department; and

WHEREAS, the Livescan Fingerprinting System is critical in the processing of arrested persons and to maintain its reliability it requires routine maintenance; and

WHEREAS, the Village of Freeport requires an Agreement to maintain and support said equipment; and

WHEREAS, Idemia Identity and Security USA LLC (formerly known as Safran MorphoTrak, LLC), 14 Colombia Circle Drive, Suite 102, Albany, New York 12203 is the sole source provider of the maintenance and support for said equipment; and

WHEREAS, this agreement will be in effect from March 1, 2024 to February 28, 2025 for a total cost of \$2,812.00 with an increase of \$134.00 from last year; and

WHEREAS, this expense is budgeted for in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, Board approve and Mayor be and hereby is authorized to execute any paperwork necessary to effectuate the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$2,812.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

In Favor

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

TO: Robert T Kennedy, Mayor
FROM: Donnie Ethier, Deputy Chief
DATE: February 25, 2025
RE: Sig Sauer Carbines

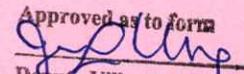
This is to request approval for the purchase of 15 Sig Sauer M400 carbines and accessories from Atlantic Tactical. The purchase includes rifles, optics, lights, magazines, suppressors and adapters. This purchase is to replace existing carbines that were placed out of service and would require a full rebuild.

The quote for the total equipment is \$38,917.65. The purchase of this equipment will come from, Account# A312002-520103, Unexpected Equipment of the 2026 fiscal year and will be reimbursed by the Byrne Discretionary Community Projects Grant, which we were awarded \$330,000.00.

Atlantic Tactical is on NYS contract PC69044, PC68731. Atlantic Tactical is located at 772 Corporate Circle, New Cumberland, PA. The point of contact is Rob LaMonica, 917-301-5448.

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


Donnie Ethier
Deputy Chief

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department is requesting Board approval for the purchase of 15 Sig Sauer M400 carbines and accessories from Atlantic Tactical, 772 Corporate Circle, New Cumberland, PA 17070; and

WHEREAS, the purchase includes rifles, optics, lights, magazines, suppressors and adapters; and

WHEREAS, this purchase is to replace existing carbines that were placed out of service and would require a full rebuild; and

WHEREAS, the quote for the total equipment is \$38,917.65; and

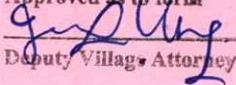
WHEREAS, Atlantic Tactical is on NYS contract PC69044, PC68731; and

WHEREAS, the purchase of this equipment will come from, Account# A312002-520103, Unexpected Equipment of the 2026 fiscal year and will be reimbursed by the Byrne Discretionary Community Projects Grant, which the Department was awarded \$330,000.00; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Deputy Chief of Police, the Board approves, and the Mayor be is hereby authorized to sign any documentation necessary to effectuate the purchase of 15 Sig Sauer M400 carbines and accessories from Atlantic Tactical, 772 Corporate Circle, New Cumberland, PA 17070, for the total cost of \$38,917.65.

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



772 Corporate Circle, New Cumberland, PA 17070
 Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE	
SQ-80815229	2/25/2025

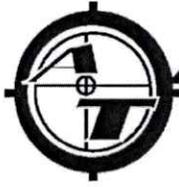


Customer	Contact	Ship To
Freeport Police Dept (NY) Rebecca Williams 40 N Ocean Ave. FREEPORT NY 11520 Tel: (516)-377-2270, (516)-377-2416 Fax: (516)-377-2255		

Account	Terms	Due Date	Account Rep	Schedule Date
310914	NET 30	3/27/2025	Rob LaMonica	2/25/2025
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-80815229	J RAMSO	AF/MAGPUL/EOTECH	FDX G Ground	1 2/25/2025 1:37:18PM

L	Item	Description	Qty	Price UM	Discount	Amount
1	QUOTE-SAFARILAN	Safariland Priced Per New York Hire Contract PC69044 EXP 5-31-2025	1	\$0.00 EA		\$0.00
2	QUOTE-SAFNYSC1	Quote-21-QUO-003242 Exp 9-30-2025	1	\$0.00 EA		\$0.00
3						
4	K54-BK	Magpul PMAG 30rnd Gen M3 5.56 w/window-COLOR:Black	30	\$15.31 EA		\$459.30
5	MGP595	Magpul Maglink Magazine Coupler-Black	15	\$15.04 EA		\$225.60
6						
7	CONTRACT	Sig Sauer Is Priced Per New York State Contract PC68731 exp 10-31-2024	1	\$0.00 EA		\$0.00
8	CLASS3-ORI#	Agency ORI number	1	\$0.00 EA		\$0.00
9	SIGWRM40055-002	Sig Sauer WRM400-556N-11B-PRO-SBR Sigm400 5.56 Nato Sbr 11.5In Pro Blk Semi Fold Sights Tele Stock Al Mlok Hg - 1 30Rd Mag - UPC 798681654833	15	\$978.04 EA		\$14,670.60
10						
11	CONTRACT	EOTECH IS PRICED PER NEW YORK HIRE CONTRACT PC69044 EXP 5-31-2025	1	\$0.00 EA		\$0.00
12	DOR-EOTECH	EOTECH DOR 1/10/2025	1	\$0.00 EA		\$0.00
13	EOT512A65	Eotech Aa Battery Reticle Pattern With 68 Moa Ring And 1 Moa Dot	15	\$418.35 EA		\$6,275.25
14						
15	CONTRACT	STREAMLIGHT IS PRICED BELOW NEW YORK HIRE CONTRACT PC69044 EXP 5-31-2025	1	\$0.00 EA		\$0.00
16	STR88066	Streamlight 88066 Protac Railmount H1 X Includes Remote Switch Tail Switch Remote Retaining Clips Mounting Hardware 2 Cr123A Lithium Batteries - Box	15	\$118.36 EA		\$1,775.40
17						

Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.				Page	1
				Sub Total	\$23,406.15



ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

772 Corporate Circle, New Cumberland, PA 17070
 Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE	
SQ-80815229	2/25/2025



Customer	Contact	Ship To
Freeport Police Dept (NY) Rebecca Williams 40 N Ocean Ave. FREEPORT NY 11520 Tel: (516)-377-2270, (516)-377-2416 Fax: (516)-377-2255		

Account	Terms	Due Date	Account Rep	Schedule Date
310914	NET 30	3/27/2025	Rob LaMonica	2/25/2025
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-80815229	J RAMSO	AF/MAGPUL/EOTEK	FDX G Ground	2 2/25/2025 1:37:18PM

L Item	Description	Qty	Price UM	Discount	Amount
18	MAG1167BLK Magpul MBUS 3 Back-Up Rear Sight MD - COLOR:Black	15	\$46.12 EA		\$691.80
19	WW3-BK Magpul MS1 Sling-COLOR:Black	15	\$33.85 EA		\$507.75
20					
21	DOR-SUREFIRE SureFire DOR 2024-256 EXP -7-7-2025	1	\$0.00 EA		\$0.00
22	SURSOCOM556-005 Surefire SOCOM556-RC2-BK 2Nd Gen Socom Suppressor High Temperature Alloy Construction For Use With 5.56 Caliber Ammunition Black Finish	15	\$839.27 EA		\$12,589.05
23	SURSFMB5561228 Surefire SFMB-556-1/2-28 Muzzle Brake For M4-M16-Ar Variants Serves As Suppressor Adapter For Socom 5.56 Suppressors. 1-2X28 Threads	15	\$114.86 EA		\$1,722.90

Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.	Tax Details	Taxable	\$0.00
	EXEMPT \$0.000		
	EXEMPT-CLOTHING \$0.000		
		Total Tax	\$0.00
		Exempt	\$38,917.65
	Total	\$38,917.65	
	Balance	\$38,917.65	

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

To: Mayor Robert T. Kennedy
From: Elizabeth Comerford - Manager, Recreation Center
Date: February 26, 2025

Re: Freeport Nautical Festival - Event

Permission is requested to schedule the Annual Freeport Nautical Festival on Woodcleft Avenue for Saturday, June 7, 2025.

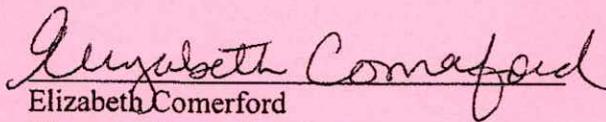
Woodcleft Avenue will be closed at 10am on Saturday, June 7th, the day of the festival. Vendors will be permitted to set up their booths from 7 - 10am. At 12 noon, the Village of Freeport and the Freeport Chamber of Commerce will host the Annual Nautical Mile Festival "Ribbon Cutting" on the corner of Front Street and Woodcleft Avenue.

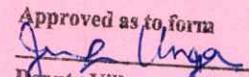
The event will run from 10am until 6pm that evening. Children's amusement park rides/games will be set-up in the parking lot adjacent to the Seaport Museum. Roadblocks will be removed for traffic flow by 8pm. Street cleanup will begin at that time. Children's rides will continue until sundown, approximately 9pm.

The Recreation Center, Department of Public Works, Police Department and Fire Department and Emergency Management will work together to ensure safety and order throughout the day.

I request that this item be presented during the next VOF Board of Trustee meeting for final approval. Upon BOT Festival approval, additional memos will be presented to the BOT regarding June 7th, festival activities.

Thanking you in advance for your attention to this matter.


Elizabeth Comerford
Manager, Recreation Center

Approved as to form

Deputy Village Attorney

Cc: Michael Smith – Chief of Police
Rob Fisenne – Superintendent DPW
Ray Maguire – Executive Director Freeport Fire Department
Sergio Mauras – Superintendent of Building

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

WHEREAS, the Village of Freeport typically sponsors an annual Nautical Mile Festival on Woodcleft Avenue; and

WHEREAS, this year, the Annual Nautical Mile Festival on Woodcleft Avenue is scheduled for Saturday, June 7, 2025, from 10 am to 6 pm; and

WHEREAS, the children's amusement rides will be in operation on Saturday, June 7, 2025, from 10 am to 6 pm; and

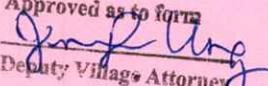
WHEREAS, Woodcleft Avenue will be closed at 10 am on the day of the festival and business owners and vendors will be permitted to set up their booths from 7 am to 10 am, the event will end at 6 pm, road blocks will be removed for traffic at 8 pm and street clean-up will begin at that time; and

WHEREAS, at 12 noon, the Village of Freeport and the Freeport Chamber of Commerce will host the Annual Nautical Mile Festival "Ribbon Cutting" on the corner of Front Street and Woodcleft Avenue; and

NOW THEREFORE BE IT RESOLVED, that the Board approve the date of Saturday, June 7, 2025, for the Annual Freeport Nautical Mile Festival on Woodcleft Avenue.

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 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 acquisition of vehicles for use by the Fire Department, specifically the appropriation of \$210,000 in bonds and authorizing the issuance of bonds in the principal amount of \$210,000 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:

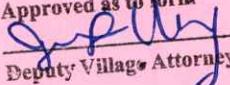
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result 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

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 construction of various improvements to Village Firehouses, specifically the appropriation of \$735,000 in bonds and authorizing the issuance of bonds in the principal amount of \$735,000 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

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

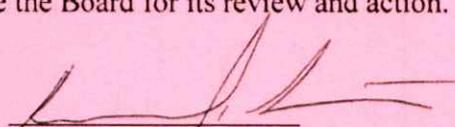
DATE: February 25, 2025

RE: Extension of lease of PBA pistol range

The Village of Freeport (hereafter referred to as the "Village") and the Freeport Police Benevolent Association (hereafter referred to as the "PBA") entered in to lease agreement on February 6, 1961 for a location formally known as the Freeport Municipal Stadium, presently known as the Freeport PBA pistol range. The parties' historically have negotiated 25 year lease extensions, with the present extension signed on September 25, 2014. After discussions with the PBA, the parties desire to extend the present agreement to reflect a 25-year term from the year 2025 forward.

The enclosed agreement extends the present agreement to March 3, 2050 without any changes in the terms of the lease that the parties are presently operating under.

If this meets with your approval, please place before the Board for its review and action.



Howard E. Colton
Village Attorney

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

WHEREAS, the Village of Freeport owns a portion of property, formerly known as the Freeport Municipal Stadium; and

WHEREAS, the Village of Freeport (hereafter referred to as the "Village") leased this property to the Freeport Police Benevolent Association (hereafter referred to as the "PBA") in February 6, 1961; and

WHEREAS, since then the PBA has occupied, operated and maintained the property and utilized it as a pistol range; and

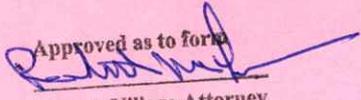
WHEREAS, the parties' historically have negotiated 25-year lease extensions, with the present extension signed on September 25, 2014 for a term ending September 25, 2039; and

WHEREAS, after discussions with the PBA, the parties desire to extend the present agreement to reflect a twenty-five (25) year term from March 3, 2025 to March 3, 2050, without any changes in the terms of the lease that the parties are presently operating under; and

NOW THEREFORE BE IT RESOLVED, that the Board approves and the Mayor be and is hereby authorized to execute a Lease Extension Agreement with the Freeport Police Benevolent Association for the property formerly known as Freeport Municipal Stadium for a term from March 3, 2025 to March 3, 2050, without any changes in the terms of the lease that the parties are presently operating under for the compensation of \$1.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Extension Agreement

This agreement made between the Incorporated Village of Freeport (hereafter referred to as the "Village") and the Freeport Police Benevolent Association (hereafter referred to as the "PBA")

WHEREAS, the PBA entered in to lease agreement on February 6, 1961 for a location formally known as the Freeport Municipal Stadium, presently known as the Freeport PBA pistol range. , and;

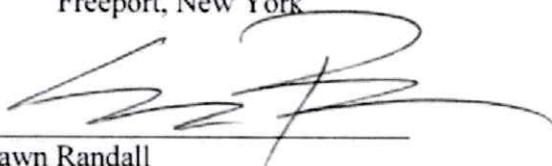
WHEREAS, the PBA recent extension commenced on September 25, 2014 for a term ending September 25, 2039

WHEREAS, the PBA's extensions have historically been extended for 25 year term; and,

WHEREAS, The parties desire to extend the present agreement to reflect a 25 year term from the year 2025 forward; and,

WHEREAS, the Village, and the PBA have agreed extend their present lease under the same terms for a period ending March 3, 2050.

Dated: March __, 2025
Freeport, New York



Shawn Randall
President Police Benevolent Association

Robert T. Kennedy
Mayor

Approved as to form


Deputy Village Attorney

COPY

LEASE AGREEMENT RENEWAL

WHEREAS the INCORPORATED VILLAGE OF FREEPORT, is a municipal corporation having its principal place of business at 46 North Ocean Avenue, Freeport, New York (hereinafter referred to as the "Village"); and
the FREEPORT POLICE BENEVOLENT ASSOCIATION, is a membership corporation of the members of the Freeport Police Department (hereinafter referred to as the "PBA").

WHEREAS, historically, the Village has designated a portion of its property, formerly known as the Freeport Municipal Stadium, for use by the PBA as a pistol range; and

WHEREAS, the PBA has continuously operated and maintained said property through the current date; and

WHEREAS, the parties have heretofore engaged in formal leases on said property from the 6th day of February, 1961 and continuing through the current date (a copy of the current agreement is attached hereto as "Exhibit A" and is made a part hereof); and

WHEREAS, the parties wish to continue this mutually beneficial relationship.

NOW THEREFORE, the parties agree to extend the term of the lease, pursuant to the same terms and conditions as set forth in Exhibit A hereto, for a period of twenty-five (25) years, commencing on 9/25/2014. It being intended by the parties that this lease extension run consecutively with the existing lease so there is no interruption in the lease period.

It is understood and agreed that this lease extension shall not be binding on either party unless the respective Boards, by due resolution, approve and authorize the execution of this Agreement.

COPY

IN WITNESS WHEREOF, the parties have set their hands and corporate seals this
3 day of October, 2013.

INCORPORATED VILLAGE OF FREEPORT



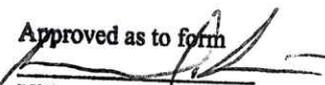
Robert T. Kennedy, Mayor

10/3/13

FREEPORT POLICE BENEVOLENT
ASSOCIATION



Shawn Randall, President

Approved as to form


Village Attorney

LEASE AGREEMENT RENEWAL

WHEREAS the INCORPORATED VILLAGE OF FREEPORT, is a municipal corporation having its principal place of business at 46 North Ocean Avenue, Freeport, New York (hereinafter referred to as the "Village"); and
the FREEPORT POLICE BENEVOLENT ASSOCIATION, is a membership corporation of the members of the Freeport Police Department (hereinafter referred to as the "PBA").

WHEREAS, historically, the Village has designated a portion of its property, formerly known as the Freeport Municipal Stadium, for use by the PBA as a pistol range; and

WHEREAS, the PBA has continuously operated and maintained said property though the current date; and

WHEREAS, the parties have heretofore engaged in formal leases on said property from the 6th day of February, 1961 and continuing through the current date (a copy of the current agreement is attached hereto as "Exhibit A" and is made a part hereof); and

WHEREAS, the parties wish to continue this mutually beneficial relationship.

NOW THEREFORE, the parties agree to extend the term of the lease, pursuant to the same terms and conditions as set forth in Exhibit A hereto, for a period of twenty-five (25) years, commencing on 9/25/2014. It being intended by the parties that this lease extension run consecutively with the existing lease so there is no interruption in the lease period.

It is understood and agreed that this lease extension shall not be binding on either party unless the respective Boards, by due resolution, approve and authorize the execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and corporate seals this

3 day of October, 2013.



INCORPORATED VILLAGE OF FREEPORT



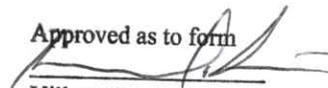
Robert T. Kennedy, Mayor

10/3/13

FREEPORT POLICE BENEVOLENT
ASSOCIATION



Shawn Randall, President

Approved as to form


Village Attorney



Paid check # 710

DONALD L. MALM
RRM SURVEYING, PC
LICENSED LAND SURVEYOR

61 NASSAU AVENUE • ISLIP, NY 11751 • (631) 581-0003 • FAX (631) 581-1772

Mar. 7, 2017

To: Freeport PBA

Re: Survey Bldgs

Prepare survey for 125 Buffalo Ave.
Freeport, NY

Balance Due \$1,500.00

When remitting payment, kindly make the check payable to
Donald Malm and note our JOB #17-125-N the check.
Thank You!

LEASE AGREEMENT

IT IS HEREBY AGREED between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having its principal place of business at 46 North Ocean Avenue, Freeport, New York (hereinafter referred to as the "Village") and the FREEPORT POLICE BENEVOLENT ASSOCIATION, a membership corporation composed of the members of the Freeport Police Department (hereinafter referred to as the "PBA").

WHEREAS, historically, the Village has designated a portion of its property, formerly known as the Freeport Municipal Stadium, for use by the PBA as a pistol range; and

WHEREAS, the PBA has continuously operated and maintained said property through the current date; and

WHEREAS, the parties have heretofore engaged in formal leases on said property from the 6th day of February, 1961 and continuing through the 24th day of September, 1989; and

WHEREAS, the parties hereto are desirous of entering into a new lease agreement with respect to said premises; and

WHEREAS, the PBA has used, currently uses, and will continue to use said range for firearms training and for qualifying in the use of designated police weaponry; and

WHEREAS, the PBA has spent or is about to spend the sum of approximately One Hundred Seventy Thousand Two Hundred Fifty (\$170,250.00) Dollars for the remodeling, reconstruction, restoration and improvements of said pistol range, together with appurtenances thereto; and

WHEREAS, the PBA is desirous of constructing a building on a portion of the subject premises (hereinafter referred to as "the PBA building") for the purpose of situating its offices, conducting its organizational activities, conducting police instructional and training sessions in law enforcement techniques and weaponry, and housing a restored antique police vehicle; the cost of said construction is estimated to be in excess of One Hundred Five Thousand and 00/100 (\$105,000.00) Dollars, and the Village is agreeable to same.

NOW, THEREFORE, WITNESSETH that the Village by these presents does grant, demise and lets, unto the PBA, and the PBA has hired and taken and by these presents does hire and take of and from the Village, the premises shown on a certain survey dated July 11, 1988, performed by Baldwin & Cornelius, P.C., a copy of which is attached hereto and made a part hereof as "Schedule A", and more particularly bounded and described in "Schedule B" attached hereto and made a part hereof, with the appurtenances, together with a right of pedestrian ingress and egress off of Municipal Parking Field #22, for the term of twenty-five (25) years, from the 24th day of September, 1989, and terminating on the 24th day of September 2014, at the yearly rent or sum of One (\$1.00) Dollar per year, to be paid in twenty-five (25) equal annual installments on the 24th day of September of each year, except for the years 1989, 1990 and 1991, which sums shall be paid upon the execution of this lease by both parties.

PAYMENT OF RENT; COVENANT TO PERFORM

The PBA does hereby covenant and agree to pay unto the Village the yearly rent as herein specified, and faithfully to perform the covenants and obligations hereinafter specified.

It is agreed by and between the parties that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then the Village shall serve upon the PBA written notice of default. Upon receipt of said notice, the PBA shall have thirty (30) days to cure said default. Upon the PBA's failure to cure said default within said time period, the Village may, at its sole option, terminate the lease and it shall then be lawful for the Village to re-enter the said premises and to have the same again, to repossess and to enjoy.

PERMITTED USE BY PBA; RESERVATION OF RIGHT TO USE BY VILLAGE

IT IS COVENANTED AND AGREED by and between the parties hereto that the use of the land herein described is limited to use by the members of the Freeport Police Benevolent Association and the Freeport Revolver and Rifle Club.

IT IS FURTHER AGREED that the facilities may be utilized

by organized pistol and rifle clubs, associations of peace officers, and organized units of components of the Armed Forces of the United States.

IT IS FURTHER AGREED that the Village reserves the right to make the range facilities situated on the subject premises available for use during each year of this lease by other law enforcement agencies on an occasional basis during the term of this lease, subject to its furnishing the PBA with reasonable notice in advance of such use in order to enable the PBA to schedule the same among its other scheduled activities in the least disruptive manner.

Such other law enforcement agencies, as a condition precedent to such use, shall furnish in writing to the parties hereto an agreement to hold harmless the Village, its officers, agents, servants and employees, the PBA, its officers, directors, trustees and members, and the Freeport Revolver and Rifle Club, its officers, directors, trustees and members, from any and all damage to persons or property arising from said usage by said agencies, their officers, agents, servants and employees. Such outside law enforcement agencies utilizing said premises shall pay a sum equal to \$10.00 per person, on a per diem basis, to the PBA to cover operating, cleanup and maintenance costs stemming from such use. The amount of said per diem reimbursement shall be adjusted on the anniversary date of the lease to reflect any increase over the previous year's fee based on the CPI rate for said year. The PBA shall annually file a notice of increase of per diem charge with the Village Clerk for the Incorporated Village of Freeport.

INSURANCE/INDEMNIFICATION

IT IS FURTHER COVENANTED AND AGREED that the PBA shall carry, at all times during the term of this lease and maintain in full force and effect, a Comprehensive General Liability Insurance Policy (Owners, Landlords and Tenants) naming the Village, its officers and employees as additional insureds, with coverage limits of no less than One Million (\$1,000,000.00) Dollars, combined single limit for bodily injury, personal injury and property

damage. Said policy shall provide coverage for any and all incidents occurring while the carrier's policy was in effect regardless of the carrier in effect at the time of claim being submitted, and said insurance policy shall be issued by a New York State carrier having a policyholders rating of "A" or better, and a financial rating of at least "10" or better according to a recognized professional insurance rating guide, and is subject to the approval of the Freeport Village Attorney as to form and sufficiency. Said policy shall be further endorsed to indicate that notice of cancellation or discontinuance will be provided to the Village Clerk, by registered or certified mail, at least twenty (20) days in advance of said cancellation or discontinuance. Proof of the required insurance coverage shall be provided in original form by the PBA to the Village within ten (10) days after the date of execution of this lease, and on or before said date in each succeeding year for the term of this lease.

IT IS FURTHER COVENANTED AND AGREED that no portion of the subject premises shall be used for the consumption of alcoholic beverages, and that the PBA shall be responsible for enforcing said prohibition, except that that portion of the subject premises known as the PBA building may be used for such purpose provided that at least ten (10) days prior to the commencement of said use, the PBA shall furnish to the Village Clerk written proof that its Comprehensive General Liability Insurance Policy has been amended to include coverage for Host Liquor and Liquor Law Liability for all activities conducted in, or arising out of the use of, the PBA building.

IT IS FURTHER COVENANTED AND AGREED that the failure or refusal of the PBA to provide the Village Clerk with all required proof of insurance coverage shall result in the automatic suspension in the use of the subject premises by the PBA, or any other authorized user (except the Village) until such time as such proof is so furnished, and shall constitute grounds for terminating this lease if said default is not cured within thirty (30) days of its notification by the Village of said default.

IT IS FURTHER COVENANTED AND AGREED that the PBA shall indemnify and hold harmless the Village, its officers and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, reasonable attorneys' fees, costs and expenses of whatsoever kind or nature arising from the acts or omissions of the PBA, its officers, directors, trustees and members, or of anyone acting under its direction, control, on its behalf or with its permission in connection with the use of the subject premises, including but not limited to invitees.

TENANT IMPROVEMENTS TO PREMISES

IT IS FURTHER COVENANTED AND AGREED that the improvements made to the subject premises by the PBA during 1990, having an approximate value of Seventy-Seven Thousand Seven Hundred and Fifty (\$77,750.00) Dollars, were made in anticipation of and as part of the consideration of this lease, and were not intended to be gratuitous in nature.

IT IS FURTHER COVENANTED AND AGREED that the PBA shall have the right, consistent with all applicable laws, rules and regulations, to construct on the subject premises a two-story building, with approximate dimensions of thirty-two (32) feet in length, thirty-two (32) feet in width, and twenty-five (25) feet in height, and an approximate floor area of two thousand and forty-eight (2,048) square feet, for the purpose of situating its offices, conducting its organizational activities, conducting police instructional and training sessions in law enforcement techniques and weaponry, and housing a restored antique police vehicle; and that it shall complete the improvements to the outdoor portion of the pistol range, having an approximate cost of Ninety-Two Thousand Five Hundred (\$92,500.00) Dollars, and consisting primarily of the removal of the existing, deteriorating wood-timber range perimeter wall, replacing same with a modern concrete wall of sufficient strength and height to contain any ammunition fired at targets at the outdoor range within the perimeter of said range, and installing a modern outdoor target system, simultaneously with

the construction of said building, or as closely thereto as may be practicable, but in no event longer than one (1) year from the date of execution of this lease. It is anticipated that the concrete perimeter wall of the outdoor range shall range between twelve (12) and eighteen (18) feet in height along the easterly and westerly sides, and be approximately twenty-four (24) feet in height along the southerly side.

TENANT INSTALLATION OF UTILITIES

IT IS FURTHER COVENANTED AND AGREED that the PBA shall cause to be installed, at its own expense and to the subject premises, all necessary sewer and water connections. Thereafter, the PBA shall be responsible for maintaining and repairing, and, if necessary, replacing said utilities situated on the subject premises during the term of this lease. The Village shall repair, maintain and replace said utilities situated outside the boundaries of the subject premises. All construction shall be done pursuant to and in accordance with the Code of the Incorporated Village of Freeport.

IT IS FURTHER COVENANTED AND AGREED that at all times, the PBA shall keep the subject property neat and tidy, properly maintained, and further, that it shall only permit the firing of firearms to be done under established range procedures, having due regard for the safety of the members of the PBA, its permittees and guests, and the general public.

IT IS FURTHER COVENANTED AND AGREED that the PBA shall not assign, lease, sublet, mortgage, pledge, hypothecate or otherwise encumber the subject premises during the term of this lease.

TERMINATION OF LEASE; REIMBURSEMENT OF TENANT EXPENSES

The Village shall reimburse the PBA for one-half (1/2) the total cost of such utilities' installation, up to a maximum reimbursement of Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars. The Village shall have thirty (30) days to reimburse the PBA for such expenses upon the submission to the Village by the PBA of duly authorized claim forms and proof of

payment.

Notwithstanding any other provisions of this lease, it is expressly understood and agreed by and between the parties hereto that this lease may be terminated by the Village by serving written notice of said termination, by registered or certified mail, upon the PBA at least six (6) months in advance of the effective date of termination. In the event the termination by the Village is for reasons other than the breach of the covenants, terms and conditions of this lease by the PBA, the Village shall reimburse the PBA the cost of all existing structural improvements made to the subject property by the PBA, including the PBA's share of the utility installation cost referred to hereinabove, which have been acknowledged by the Village as having been consented to and completed from the date of commencement of this lease and/or future improvements specifically authorized and approved by the Village during the term of this lease as of the effective date of said termination, pursuant to the following formula: The costs shall be amortized over the term of the lease. The following is an example:

- ▼ Cost of capital improvement = \$100,000.00
- ▼ Annual rate of reimbursement = \$ 4,545.45 ($\$100,000 \div 22$ years)
- ▼ Date of Improvement = September 24, 1992
- ▼ Remaining Term of Lease as of Improvement date = 22 years
- ▼ Lease canceled effective September 24, 1993
- ▼ Balance of term of lease as of cancellation date = 21 years
- ▼ Reimbursement due PBA = 21 years X \$4,545.45 = \$95,454.45

The parties agree that there shall be a cap on the improvement costs the Village is liable for hereunder of Three Hundred Fifty Thousand and 00/100 (\$350,000.00) Dollars. The parties further agree that the PBA shall submit proof of cost and payment of said costs as a condition precedent to payment.

QUIET AND PEACEFUL ENJOYMENT

The Village does covenant that the PBA, on paying the said yearly rent, and performing the covenants aforesaid, shall and

may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

ENTIRE AGREEMENT

This instrument may not be changed orally, and waiver by the Village of any obligation of the PBA on its part to be performed shall not constitute future waiver of that obligation or modification of said lease. This agreement constitutes the entire agreement by and between the parties.

At the conclusion of the term of this lease, the PBA shall surrender the premises to the Village, vacant and broom-clean; all structural improvements and fixtures attached to the realty shall become the property of the Village at the termination of the lease.

BOARD AUTHORIZATION

It is understood and agreed that this lease shall not be binding on either party unless and until the respective Boards, by due resolution, approve and authorize the execution of this lease.

IN WITNESS WHEREOF, the parties have set their hands and corporate seals this _____ day of _____, 1992

INCORPORATED VILLAGE OF FREEPORT

DOROTHY STORM, Mayor

**FREEPORT POLICE BENEVOLENT
ASSOCIATION**

JOHN P. LUNDERGAN, President

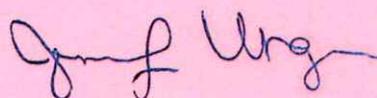
LEASES
B: IFVPBA.HJE
1/22/92

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

TO: Robert T. Kennedy, Mayor
FROM: Jennifer Ungar, Deputy Village Attorney
DATE: February 27, 2025
RE: Renewal of Bond Counsel – Hawkins Delafield & Wood LLP

At the February 26, 2018 Board meeting, the Request for Proposals for Bond Counsel was awarded to Hawkins, Delafield & Wood LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007, for an initial term of 3 years. Their fees were the lowest of all the firms that responded to the request for proposals. As this is a professional services contract, it is not necessary to re-bid this contract at this time, and it can be renewed for additional terms. As such, this contract has been renewed annually through the 2024/25 fiscal year. I am requesting that the contract for Bond Counsel with Hawkins, Delafield & Wood, LLP be renewed for an additional one year term, running from March 1, 2025 through February 28, 2026 with an increase in costs from the previous term. Based on prior years of billing, the anticipated cost will not exceed \$40,000. I have attached the Letter of Engagement for your review.

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



Jennifer Ungar
Deputy Village Attorney

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

WHEREAS, at the February 26, 2018, the Board awarded the contract for Bond Counsel services to Hawkins Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 for a three year term ending February 28, 2021 and subsequently renewed annually through February 28, 2025; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend and renew the contract without re-bidding the services; and

WHEREAS, it is proposed that this contract be renewed for an additional term running from March 1, 2025 through February 28, 2026 with an increase in fees; and

WHEREAS, the proposal offers a BAN fee of \$1,500.00 plus \$.65 per one thousand dollars for an additional amount of \$3,250 with a resolution cost of \$300.00 per note, a total cost of \$5,050.00 for a \$5,000,000 BAN; and

WHEREAS, the proposal offers a bond fee of \$1,750.00 plus \$1.00 per one thousand dollars for an additional amount of \$5,000 with a resolution cost of \$300.00 per note, a total cost of \$7,050.00 for a \$5,000,000 bond; and

WHEREAS, any hourly fees, if required, could be a flat rate of \$195.00 per hour; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to sign any paperwork necessary renew the contract with Hawkins Delafield & Wood LLP 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 for a one year term running from March 1, 2025 through February 28, 2026, at the prices outlined hereinabove not-to-exceed \$40,000.

The Clerk polled the Board as follows:

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

HAWKINS

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

(212) 820-9662

February 26, 2025

VILLAGE OF FREEPORT, NEW YORK
(Our File No.: 7673/47999)

Hon. Robert T. Kennedy
Mayor
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Dear Mayor Kennedy:

Pursuant to the request of the Village, we submit this letter providing for the terms of our engagement as bond counsel to the Village of Freeport, New York (the "Village"). If the Village is in agreement, please sign or arrange for any other appropriate officer of the Village to sign a copy of this letter in the space provided. We are available to answer any questions you may have concerning this letter, or any modifications you may wish to suggest. We are pleased to have the opportunity to serve the Village.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the Village of Freeport, New York. We will be engaged hereunder to render legal advice to the Village as its bond counsel in connection with the issuance of the bonds or notes of the Village pursuant to the New York Local Finance Law and/or other applicable statutes and law (bonds and notes of the Village being referred to herein collectively as "Obligations"). Our primary responsibility as Bond Counsel to the Village will be to render an opinion (the "Opinion"), subject to the completion of proceedings to our satisfaction, regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, excludability of interest on the Obligations from gross income for federal and state income tax purposes.

A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render the Opinion. However, in the process of reaching the point at which we have prepared such a record, we expect to be called upon to perform a number of related functions, including the following:

- (a) Participation in discussions and conferences with representatives of the Village, regarding the Village's financing program and requirements;

(b) Preparation of all financing authorization documents, including bond and note resolutions;

(c) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including federal arbitrage regulations and private activity restrictions and attending to all necessary Internal Revenue Service reporting requirements (but not including preparation of arbitrage rebate and similar reports, which would be billed separately, if requested);

(d) Participation in conferences and telephone conversations with representatives of the Village and the Village's financial advisor in scheduling and structuring each bond and note financing;

(e) Assistance in drafting and review of bond purchase agreements, if applicable, and other forms and underlying documentation relating to the financing;

(f) Review of certain sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Obligations; however, unless provided for and agreed to in a separate agreement, we will not act as disclosure counsel to the Village and therefore will not have any responsibility to assist in the preparation of the official statement or advise with respect to compliance with state and federal securities law, other than with respect to the execution and delivery of the appropriate agreement or undertaking regarding continuing disclosure;

(g) Preparation of continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(h) Consultation with the Village, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(i) Preparation, drafting and review of closing papers;

(j) Review of municipal bond insurance policies and related documents provided by the bond insurer, in the event a bond or note issue is insured;

(k) Delivery of securities to The Depository Trust Company in New York City to be held in escrow until the closing;

(l) Rendering of our final approving legal opinion with respect to each financing; and

(m) General communication with the Village throughout the course of each financial transaction and at other times.

Our Opinion will be addressed to the Village and will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing").

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the Village, any credit enhancer or liquidity provider for the Obligations, and the purchasers or underwriters of the Obligations, the trustee for the Obligations, if any, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the Village and all other participants in the transaction with applicable laws relating to the Obligations. During the course of this engagement, we will rely on the Village to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that the Village will direct members of its staff and other employees to cooperate with us in this regard. In rendering our Opinion, we are entitled to expressly rely upon the Village's other counsel as to the issuance: (i) not constituting, creating or being in default in the performance of the Village's other outstanding contractual duties and obligations, (ii) not being in contravention of any legislative and regulatory provision that is outside the scope of the Opinion, and (iii) not creating any non-compliance with any outstanding judicial or administrative order or decree. Our duties in this engagement are limited to those expressly set forth above.

Unless agreed to in advance by the Village as services to be provided on an hourly basis, as discussed in Exhibit A, our duties do not include, among other things:

- (i) Except as described in paragraphs (f) and (g) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (ii) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;
- (iii) Preparing blue sky or investment surveys with respect to the Obligations.
- (iv) Drafting state constitutional or legislative amendments;
- (v) Pursuing test cases or other litigation such as contested validation proceedings;
- (vi) Making an investigation or expressing any view as to the creditworthiness or financial strength of the Village or any other party or of the Obligations;

- (vii) Responding to inquiries, information requests, investigations or other communications from the Internal Revenue Service, or the SEC or representing the Village in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; and
- (viii) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

It is expressly agreed that the Village shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the Village no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto.

In delivering our Opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Village.

It is also expressly agreed that (i) our client for purposes of this representation is the Village and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the Village or in which the Village has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* Either the Village or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Village's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the Village in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.* At the Village's request, its papers and property will be returned to it or delivered to successor counsel, as the Village may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the Village during

the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.* Fees for our services in connection with this engagement shall be calculated as described in the attached Exhibit A. In addition to, and not in limitation of, any other rights, the Village may have a right to arbitrate fee disputes under applicable law, including Part 137 of Title 22 of the Codes, Rules and Regulations of the State of New York, to the extent applicable, a copy of which we will provide you upon request.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.* The firm from time to time has represented, currently represents, and may in the future represent, various underwriters or purchasers of municipal bonds in financings involving other issuers. The Village consents to the firm simultaneously representing such underwriters or purchasers and the Village. The Village acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, to the extent it has deemed it necessary, the Village has consulted with other independent counsel and it has exclusively relied upon such other counsel in deciding to consent.

7. *Attorney-Client Privilege.* In recent years, several courts have held that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The Village agrees that any communications between the lawyers and staff working on the Village of Freeport matters and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

8. *Client Responsibilities.* The Village agrees to cooperate fully with us and to provide promptly all information known or available to the Village relevant to our representation. The Village also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the Village. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,



Robert P. Smith

Agreed and Accepted:

VILLAGE OF FREEPORT

By: _____

Title: _____

Date: _____

Approved as to form

Deputy Village Attorney

Exhibit A

Bonds

Our fee relating to a publicly sold serial bond issue would include a base charge of \$1,750 for the preparation of proceedings relating to the sale and issuance of the bonds. In addition, we would charge a bond issuance fee of:

\$1.00 per \$1,000 for the first \$5,000,000 financed

\$.75 per \$1,000 for the next \$5,000,000 financed

\$.65 per \$1,000 thereafter.

Notes

Our fee for publicly sold note issues, including bond anticipation notes, tax anticipation notes, revenue anticipation notes, capital notes, budget notes and deficiency notes, whether original or renewal issues, or issues which combine new obligations with renewal obligations, would include a base charge of \$1,500, plus a fee of:

\$.65 per \$1,000 for the first \$5,000,000 financed

\$.40 per \$1,000 for the next \$5,000,000 financed

\$.35 per \$1,000 thereafter.

Bond Resolution Preparation Fees

Our fee for the preparation of bond resolutions is \$300 per bond resolution. Such fee would generally be billed together with our fees for the initial serial bonds or bond anticipation notes issued pursuant to such bond resolution(s).

Refunding Bonds and Other Issues Sold by Negotiated Sale

Due to many variables involved with refunding bond issues (whether sold by competitive or negotiated sale) and other bond and note issues which may be sold by negotiated sale (e.g., issues not subject to public sale requirements), we would propose that the fees for such issues be mutually agreed upon on a per-transaction basis, based on the nature and complexity of the financing, prior to commencing work on any such particular transaction.

Disclosure Review

In the event that an Official Statement or other disclosure document is prepared and circulated in connection with a particular issuance of bonds or notes, we would ask to be compensated in the amount of \$1,000 for our review of such disclosure document.

Hourly Fees

In the normal course, we would not expect to bill the Village for any additional hourly time. However, the scope of bond counsel services required in connection with a particular financing sometimes requires additional services. In such event, we would propose to charge a fee of \$195 per hour for attorney time spent on unusual matters, other than those expected to be encountered in the usual course of a bond or note issue. If circumstances dictate that a different rate (lower or higher) be used, we would discuss an alternate rate with the Village prior to commencing work.

If the Village should request specialized federal securities law or tax law services, including services relating to the preparation of arbitrage rebate reports or related work, or services relating to IRS or SEC audits or inquiries, we would propose charging for our services in accordance with our usual fee schedule for these specific services but we would discuss the specific fees with the Village prior to the commencement of any work.

Incidental Expenses

In addition to the aforesaid fees, we generally bill for our out-of-pocket disbursements, including the following specific items: telephone tolls, postage, duplication of documents, postage, overnight delivery and word processing. The aggregate amount of disbursements is usually nominal, but not subject to precise statement in advance. We would agree to limit our out-of-pocket disbursements to a maximum of \$150 for bond issues and \$75 for note issues.

Billing Procedure

With respect to bond and note issues, it is our practice to submit a bill within two to four weeks following a closing. Unless otherwise requested by our clients, our statements identify the pertinent financing, state the fee, and enumerate by general category the total amount of disbursements.

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

TO: Robert T. Kennedy, Mayor
FROM: Alvin McDaniel, Village Comptroller
DATE: February 27, 2025
RE: Budget Transfer Request – 2024-2025 Operating Budget



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

The purpose of the following transfer is to appropriate the necessary funding to cover the Village Mayor Operating Expenses for the remainder of fiscal year 2024-25.

FROM:

A129001 510100 REGULAR SALARIES (CHIEF OF STAFF) \$5,000.00

TO:

A121004 540100	OTHER EXPENSE	\$1,000.00
A121004 545300	SCHOOLS AND SEMINARS	\$3,000.00
A164004 540400	MAINT OF VEHICLES	\$1,000.00

Thank you.

Alvin McDaniel
Village Comptroller

Approved as to form
Village Attorney
2/27/2025



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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2024/2025 operating budget:

FROM:

A129001 510100 REGULAR SALARIES (CHIEF OF STAFF) \$5,000.00

TO:

A121004 540100	OTHER EXPENSE	\$1,000.00
A121004 545300	SCHOOLS AND SEMINARS	\$3,000.00
A164004 540400	MAINT OF VEHICLES	\$1,000.00

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the Village Mayor Operating Expenses for the remainder of fiscal year 2024-25; and

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

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
2/27/2025

BOND RESOLUTION OF THE VILLAGE OF FREEPORT,
NEW YORK, ADOPTED MARCH 3, 2025, AUTHORIZING
THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT
TO EXCEED \$210,000 TO FINANCE THE ACQUISITION OF
VEHICLES FOR USE BY THE FIRE DEPARTMENT,
STATING THE ESTIMATED MAXIMUM COST THEREOF IS
\$210,000 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
\$210,000 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 vehicles
for use by the Fire Department.

Section 2. The estimated maximum cost of the project described herein, including
preliminary costs and costs incidental thereto and the financing thereof, is \$210,000 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 \$210,000 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. 77 of the Law, is three (3) 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 26, 2025

Village of Freeport, New York
\$210,000 Bonds for Fire Department Vehicles
(Our File Designation: 7673/47999)

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

Dear Pam:

At the request of the Village, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on March 3, 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.

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

March 3, 2025

* * *

A meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on March 3, 2025.

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

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

* * *

_____ offered the following resolution and moved its adoption:

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on March 3, 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 March, 2025.

(SEAL)

Village Clerk

(NOTICE AND SUMMARY OF RESOLUTION FOR PUBLICATION)

The resolution, a summary of which is published herewith, has been adopted on March 3, 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 MARCH 3, 2025, AUTHORIZING
THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT
TO EXCEED \$210,000 TO FINANCE THE ACQUISITION OF
VEHICLES FOR USE BY THE FIRE DEPARTMENT,
STATING THE ESTIMATED MAXIMUM COST THEREOF IS
\$210,000 AND APPROPRIATING SAID AMOUNT FOR SUCH
PURPOSE

The object or purpose for which the bonds are authorized is the acquisition of vehicles for use by the Fire Department.

The period of probable usefulness is three (3) years.

The amount of obligations to be issued is \$210,000.

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.

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED MARCH 3, 2025, AUTHORIZING THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$735,000 TO FINANCE THE CONSTRUCTION OF VARIOUS IMPROVEMENTS TO VILLAGE FIREHOUSES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$735,000 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 \$735,000 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 construction of various improvements to Village firehouses.

Section 2. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$735,000 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 \$735,000 to 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 the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 12 (a)(2) of the Law, is fifteen (15) years.

(b) 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 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 of the Law 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 Section 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 the execution of 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 is subject to a permissive referendum and the Village Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the official newspaper of the Village, having a general circulation within said Village, and posted in at least six (6) public places and in

each polling place in the Village, a Notice in substantially the form appearing in Exhibit A hereto.

Section 8. The Village Clerk is hereby authorized and directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the official newspaper of the Village, having a general circulation within said Village, together with a Notice in substantially the form as provided by Section 81.00 of the Law.

* * *

The adoption of the foregoing resolution was 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 26, 2025

Village of Freeport, New York
\$735,000 Bonds for Improvements to Firehouses
(Our File Designation: 7673/47999)

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

Dear Pam:

Pursuant to your request, we have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on March 3, 2025, showing adoption of the above bond resolution. **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.**

Also attached is the Affidavit of Posting to be executed by you, as the Village Clerk. A copy of the notice, as posted, should be attached to this Affidavit.

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, an executed Affidavit of Posting, and an original Affidavit of Publication from the newspaper. Upon receipt of such items, I will forward to the Village the additional documents required with respect to the estoppel publication.

Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

With best regards, I am

Very truly yours,



William J. Jackson

WJJ/ml
Enclosures

cc: Howard E. Colton, Esq., Village Attorney
Ismaela M. Hernandez, Village Treasurer
Valarie Montes, Deputy Village Treasurer
Alvin McDaniel, 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

March 3, 2025

* * *

A meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on March 3, 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:

EXHIBIT A
(Below is the Notice for Publication and Posting)

VILLAGE OF FREEPORT, NEW YORK

PLEASE TAKE NOTICE that on March 3, 2025, the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, adopted a bond resolution entitled:

“Bond Resolution of the Village of Freeport, New York, adopted March 3, 2025, authorizing the issuance of bonds in a principal amount not to exceed \$735,000 to finance the construction of various improvements to Village firehouses, stating the estimated maximum cost thereof is \$735,000 and appropriating said amount for such purpose,”

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING the Village of Freeport, New York to issue bonds in a principal amount not to exceed \$735,000 pursuant to the Local Finance Law of the State of New York, to finance the construction of various improvements to Village firehouses;

SECOND: STATING that the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$735,000; appropriating said amount for such purpose; and STATING that the plan of financing includes the issuance of bonds in a principal amount not to exceed \$735,000 to 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;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Village for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds and any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes shall be general obligations of the Village; and PLEDGING to their payment the faith and credit of the Village;

FIFTH: DELEGATING to the Village Treasurer the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof;

SIXTH: STATING the conditions under which the validity of the bonds and any notes issued in anticipation thereof may be contested: and

SEVENTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: March 3, 2025

Pamela Walsh Boening
Village Clerk

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on March 3, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Freeport on March 3, 2025.

(SEAL)

Village Clerk

AFFIDAVIT OF POSTING

Pamela Walsh Boening, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly qualified and acting Village Clerk of the Village of Freeport, in the County of Nassau, State of New York;

That on _____, 2025, she has caused to be conspicuously posted and fastened up in the following places a Notice setting forth an abstract of the bond resolution duly adopted by the Board of Trustees on March 3, 2025, a copy of which is annexed hereto and made a part hereof, said places constituting at least six (6) of the most conspicuous public places in said Village, and at least one copy in each polling place in said Village:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Village Clerk

Subscribed and sworn to before me
this _____ day of _____ 2025.

Notary Public, State of New York

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

AGENDA

BOARD OF TRUSTEES' MEETING

March 3, 2025

COMMENTS PERMITTED ON AGENDA ITEMS