

AGENDA BOARD OF TRUSTEES' MEETING November 17, 2025

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from November 3, 2025.
- b) Request approval of the Board of Trustees' Dangerous/Nuisance minutes from November 3, 2025.
- c) Request approval of the Board of Trustees' Budget Workshop minutes from November 3, 2025.
- d) Request approval of the Board of Trustees' Budget Workshop minutes from November 5, 2025.
- e) Request approval of the public assembly permit application submitted by Nassau County Executive to hold a turkey distribution event on Saturday November 22, 2025, starting at noon, in Municipal Lot # 2.

2. BUILDING DEPARTMENT – Sergio A. Mauras

- a) Request retroactive approval of the maintenance contract with OpenGov Inc., P.O. Box 41340, San Jose, California 95160, from January 1, 2024 through December 31, 2025, in the amount of \$49,722.50.

3. ELECTRIC DEPARTMENT – Eric Rosmarin

- a) Request approval for the 24/7 monitoring service provided by Centripetal purchased through LANRover Network Services, Inc., 85 S. Snedecor Avenue, Bayport, New York 11705, from March 1, 2026 through February 28, 2027, in the amount of \$33,600.00, with no change in pricing.
- b) Request approval of the renewal agreement for the hosting, support, and SSL Certificate with CivicPlus, 317 Houston Street, Suite E, Manhattan Kansas 66502 from March 1, 2026 through February 28, 2027, in the amount of \$10,882.40, and increase of \$301.55.
- c) Request approval of the software maintenance contract for the GIS and Mapping software with ESRI, Inc., 380 New York Street, Redlands, California 92373, from March 1, 2026 through February 28, 2027, in the amount of \$10,991.83, an increase of \$685.10.
- d) Request approval of the software update license and support service agreement with Oracle America, Inc, P.O. Box 203448, Dallas, Texas 75320, from March 1, 2026 through February 28, 2027, in the amount of \$8,661.37, an increase of \$641.58.
- e) Request approval of the annual software maintenance and support agreement with Tyler Technologies, Inc., 370 US Route One, Falmouth, Maine 04105, for Disaster

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

Recovery Support Service, from March 1, 2026 through February 28, 2027, in the amount of \$177,757.31, an increase of \$8,339.30.

- f) Request approval of the annual software maintenance and support agreement with Systems & Software, Inc., 10 E. Allen Street, Suite 201, Winooski, Vermont 05404, for enQuesta maintenance support, from March 1, 2026 through February 28, 2027, in the amount of \$124,651.51, an increase of \$3,630.63.

4. VILLAGE COMPTROLLER – Alvin McDaniel

- a) Request approval to increase the contract for bond services with Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, from \$65,000 to \$85,000, for the period March 1, 2025 through February 28, 2026.
- b) Request to advertise a request for proposals for “Annual Financial Report Submission Assistance” in the Freeport Herald on November 20, 2025, with a return date of January 2, 2026.

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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

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

TO: Mayor Robert T. Kennedy

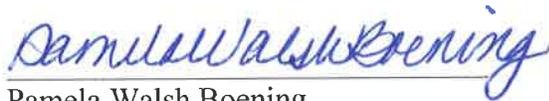
FROM: Pamela Walsh Boening, Village Clerk

DATE: November 13, 2025

RE: Public Assembly Application
Applicant: Estefany Ruiz
Date: Saturday, November 22, 2025
Rain Date: None
Time: 12:00 P.M.
Location: Municipal Lot # 2 (behind Word of Life)
Set Up: 9:30 A.M.

Attached please find a copy of public assembly request, submitted on behalf the Nassau County Executive, to hold a Turkey Distribution on Saturday, November 22, 2025 (no rain date) starting at noon in Municipal Lot #2 (behind 80 W. Merrick Road).

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



Pamela Walsh Boening
Village Clerk

Attachments

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

Applicant:

ESTEFANY RUIZ 40 MAIN STREET HEMPSTEAD NY 11550
Name Address Apt City State Zip

(516) 572-0750 HFLORES@NASSAUCOUNTYNY.GOV NASSAU COUNTY
Telephone # Business # Email Address Permit Applicant Organization Affiliation

Organization:

NASSAU COUNTY
OFFICE OF HISPANIC AFFAIRS ONE WEST STREET MINEOLA NY 11501
Organization Name Address City State Zip

(516) 572-0750 _____
Telephone # Email Address

Organization Representatives (Other than applicant):

- | | | |
|---------------------------|-------------------------------|---------------------------|
| 1) <u>HERBERTH FLORES</u> | <u>(516) 860-4550</u> | <u>EXECUTIVE DIRECTOR</u> |
| <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 2) _____ | _____ | _____ |
| <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 3) _____ | _____ | _____ |
| <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |

Carnival/Festival/Bazaar Operator / Contractor:

NOT APPLICABLE

Business Name Address City State Zip

Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: NASSAU COUNTY FREE TURKEY DISTRIBUTION

Requested Carnival/Festival/Bazaar Location: 80 WEST MERRICK ROAD – REAR MUNICIPAL PARKING LOT #2

Set Up Day: SATURDAY **Date:** 11 / 22 / 20 25 **Set Up Start Time:** 9 : 30 AM PM

Dates of operation:

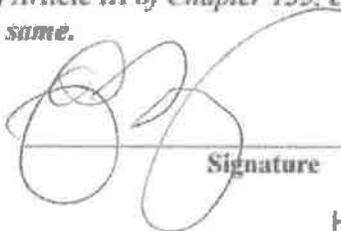
1 st Day: <u>SATURDAY</u>	Date: <u>11 / 22 / 2025</u>	Start Time: <u>10 : 00</u> <input type="checkbox"/> AM <input type="checkbox"/> PM	End Time: <u>2 : 30</u> <input type="checkbox"/> AM <input type="checkbox"/> PM
2 nd Day: _____	Date: <u> / / 20</u>	Start Time: <u> : </u> AM/PM	End Time: <u> : </u> AM/PM
3 rd Day: _____	Date: <u> / / 20</u>	Start Time: <u> : </u> AM/PM	End Time: <u> : </u> AM/PM
4 th Day: _____	Date: <u> / / 20</u>	Start Time: <u> : </u> AM/PM	End Time: <u> : </u> AM/PM

Equipment Removal will be done by: Date: 11 / 22 / 2025 Time 2 : 30 AM PM

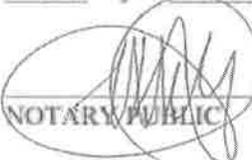
Rain Date: NO YES Date: / / 20

- I) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.
NO PRIVATE OR SUBCONTRACTED SECURITY WILL BE USED.
- J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.
WE ARE REQUESTING FOR TRAFFIC AND PEDESTRIAN TO BE CONTROLLED BY THE VILLAGE OF FREEPORT POLICE DEPARTMENT.
BARRICADES WILL BE PROVIDED BY NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT.
WE WILL FOLLOW ALL INSTRUCTIONS PROVIDED BY FREEPORT PD.
- K) Are any other public facilities or equipment to be utilized: NO Yes/No
If yes, please describe and attach all related correspondence or permits that authorize their use.
- L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:
EVENT INFORMATION WILL BE SHARED THROUGH DIGITAL FLYERS, SOCIAL MEDIA, AND LOCAL MEDIA
- M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.
THERE ARE NO SUBCONTRACTORS INVOLVED IN THIS EVENT.

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


Signature

Sworn to before me this
13th day of NOVEMBER, 2025


NOTARY PUBLIC

HERBERTH A. FLORES
Notary Public, State of New York
Reg. No. 01FL6387412
Qualified in Nassau County
Commission Expires February 11, 2027

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

Insurance Requirement Notice:

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

Comprehensive General Liability Insurance (Broad Form), with the Inc. Village of Freeport named as additional insured for the entire policy period. Required Minimum Limits: \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 aggregate. A copy of the policy endorsement showing that the Inc. Village of Freeport is named as additional insured for this event is to be attached to the original certificate of insurance evidencing this coverage and must be in a form acceptable to the Inc. Village of Freeport.

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

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

Contractual Liability coverage- All vendors providing amusements (ie: rides, live animals) for this event must also comply with all of the above mentioned insurance requirements.

The hold harmless cited below, is to be copied onto the applicant group's letterhead and signed by a representative of the festival sponsor/ride concessionaire, notarized and must be attached to application.

Insurance Requirement Notice (continued):

NASSAU COUNTY, agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees
(Name of applicant or contracted operator)

and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of MUNICIPAL PARKING LOT #2 in Freeport, by NASSAU COUNTY, whether or not such
(Name of municipal property/location) (Name of municipal property/location)
injury to persons or damage to property are due or claim to be due to any negligence NASSAU COUNTY
(Name of applicant or contracted operator)

of NOT APPLICABLE or contracted operator their employees or agents
(Name of applicant or contracted operator)

Sign: [Signature] NASSAU COUNTY Date: NOVEMBER 13, 2025
(Name of representative and company name)

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

Signature [Signature]
Applicant

Sworn to before me this 13TH
day of NOVEMBER 2025

[Signature]
Notary

HERBERTH A. FLORES
Notary Public, State of New York
Reg. No. 01FL6387412
Qualified in Nassau County

PLEASE REFER TO ATTACHED LETTER BY NASSAU COUNTY OFFICE OF THE COUNTY ATTORNEY
Commission Expires February 11, 2027

Application Approved: _____ Application Denied: _____

By: _____

BRUCE A. BLAKEMAN
County Executive



THOMAS A. ADAMS
County Attorney

**COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6684**

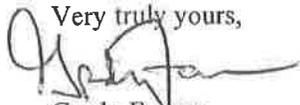
To: Pamela Walsh Boening, Village Clerk, Village of Freeport
From: Grady Farnan Nassau County Government Insurance Department
Date: November 12, 2025
Subject: Mega Turkey Distribution event rear parking lot of 80 West Merrick Road Freeport, NY.

To Pamela Walsh Boening or Whom It May Concern:

This will confirm that the County of Nassau, as a major tax-supported municipality, is a self-assumer of its liability exposures, property exposures and worker's compensation.

The County of Nassau, therefore, assumes liability resulting from its negligence or willful misconduct in connection with use of the rear parking lot of 80 West Merrick Road, Freeport on Saturday, November 22, 2025, from set-up time at 9:30 AM to final close out at 1:00 PM and the event entitled Mega Turkey Distribution by the Office of Hispanic Affairs.

We trust this letter will suffice, but please feel free to contact me at 516-571-0490.

Very truly yours,

Grady Farnan
Insurance Department

cc: Herb Flores Executive Director Nassau County Office of Hispanic Affairs
Estefany Ruiz Nassau County Office of Hispanic Affairs
David J. DeBaun, Bureau Chief, Municipal Transactions Office of the Nassau County Attorney



BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

Nassau County Executive Bruce A. Blakeman in collaboration with the Office of Hispanic Affairs, Gorayeb & Associates Law and the International Alliance of Chaplains Law Enforcement invites you to a:

FREE THANKSGIVING TURKEY DISTRIBUTION



One turkey per household. Registration not required. Available while supplies last.

Saturday, November 22, 2025
12:00pm-2:00pm

80 West Merrick Road, Freeport

EVENT WILL TAKE PLACE IN THE
REAR PARKING LOT

WITH THE SUPPORT OF:



Office of Hispanic Affairs: 516-572-0750
nchispanicaffairs@nassaucountyny.gov

Pamela Boening

From: LT Vincent Kennedy <KennedyV@freeportpolice.org>
Sent: Wednesday, November 12, 2025 2:07 PM
To: Pamela Boening
Subject: (External E-mail)Fw: Village of Freeport PD Request: Turkey Distribution | Saturday, November 22nd 12pm | 80 West Merrick Road, Freeport

From: Ruiz, Estefany <ERuiz@nassaucountyny.gov>
Sent: Thursday, November 6, 2025 11:26 AM
To: Fox, Tatum <TFox@nassaucountyny.gov>
Cc: Flores, Herb <HFlores@nassaucountyny.gov>
Subject: Village of Freeport PD Request: Turkey Distribution | Saturday, November 22nd 12pm | 80 West Merrick Road, Freeport

Good morning, Deputy County Executive Fox,

I hope you're doing well.

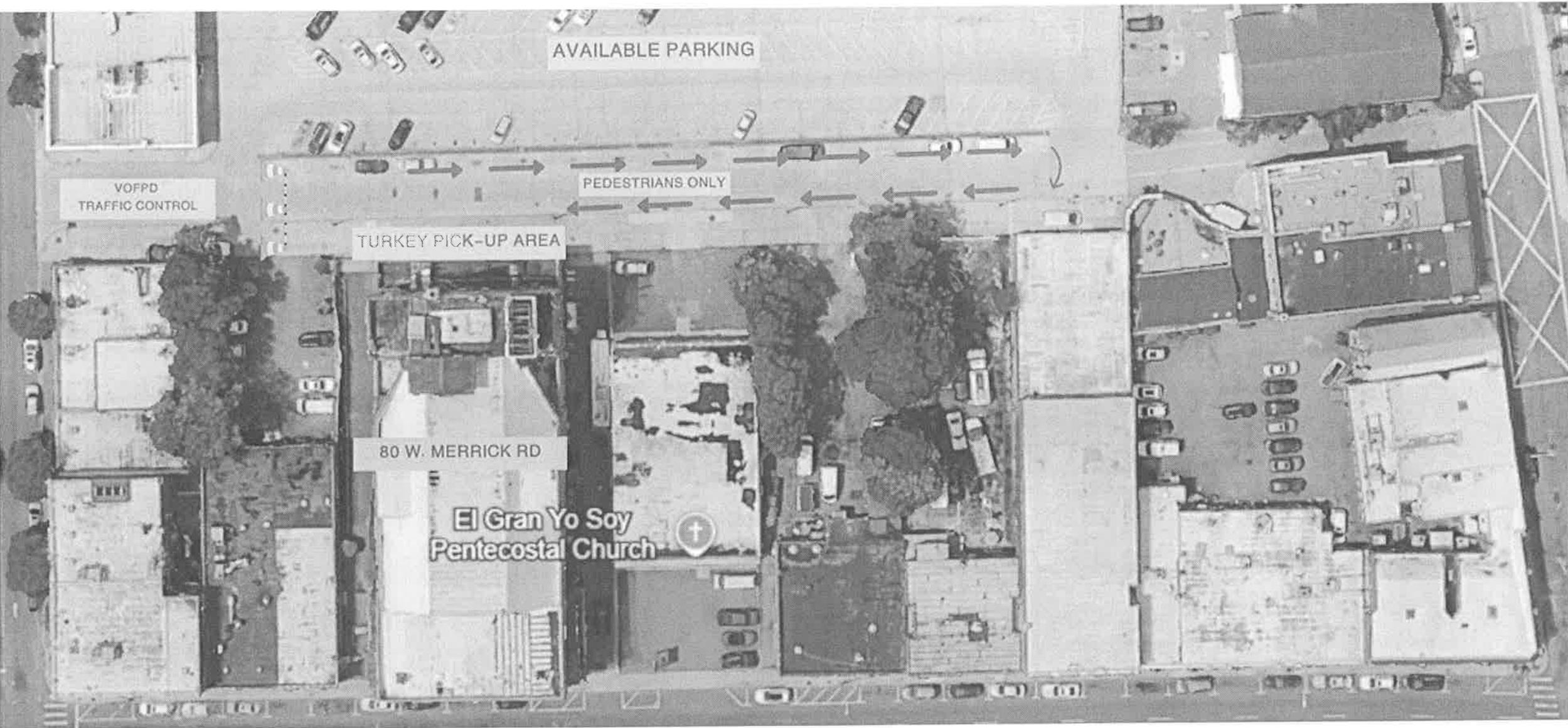
Our office will be hosting a Mega Turkey Distribution event with 1,000 turkeys to give away in Freeport. We would like to request your assistance in coordinating with the Village of Freeport Police Department, as we anticipate both vehicle and pedestrian traffic in the area.

The event will take place on **Saturday, November 22nd at 12:00 PM** in the rear parking lot of **80 West Merrick Road, Freeport**. Set-up will begin between **9:30 AM and 10:00 AM**.

Attached below are maps outlining the event layout and traffic flow logistics for your reference.

Let me know if you need anything else!

Thank you so much!



AVAILABLE PARKING

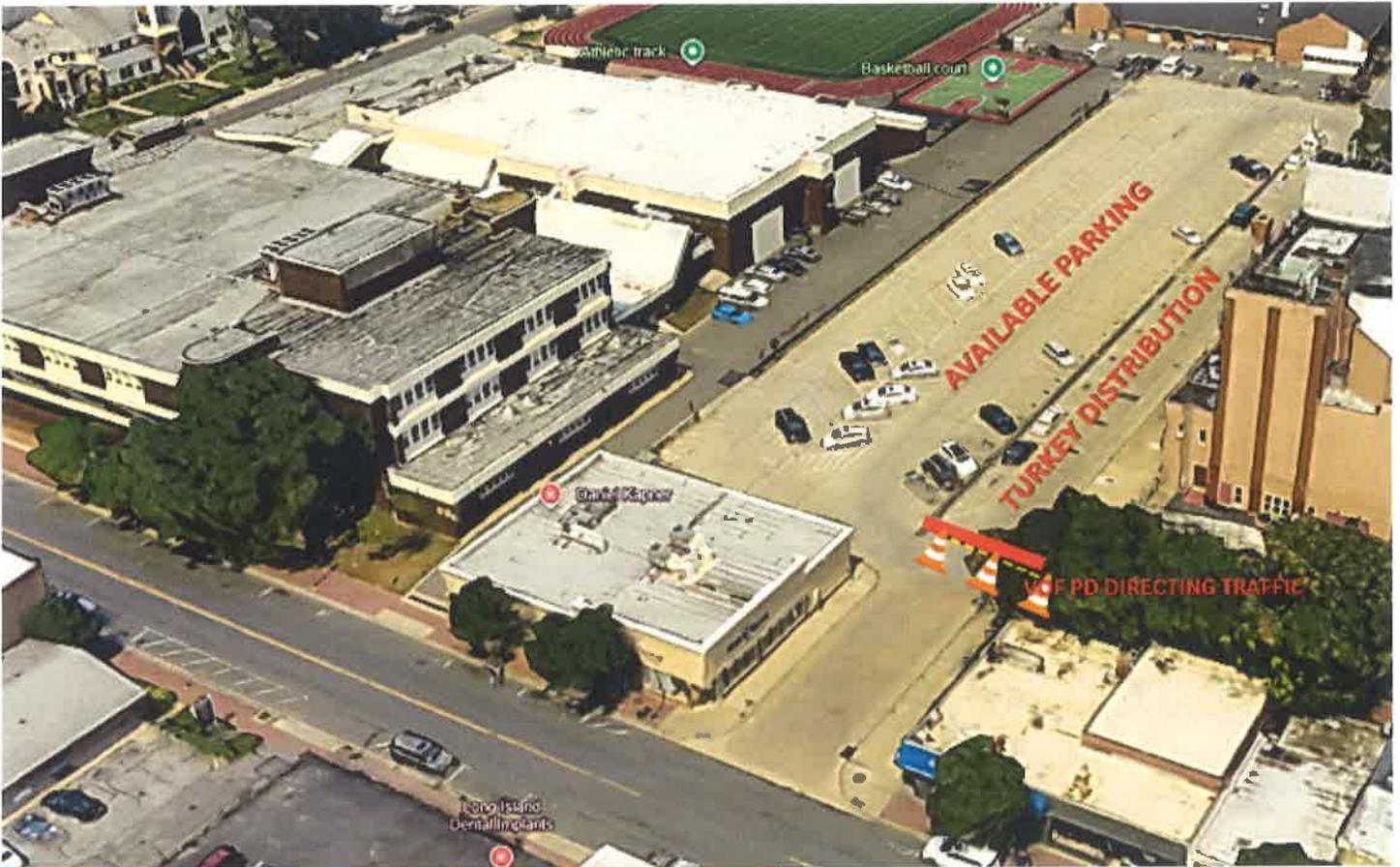
VOPD
TRAFFIC CONTROL

PEDESTRIANS ONLY

TURKEY PICK-UP AREA

80 W. MERRICK RD

El Gran Yo Soy
Pentecostal Church





BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

ESTEFANY RUIZ
OFFICE OF HISPANIC AFFAIRS

-  516-572-0750
-  516-757-1056
-  ERuiz@nassaucountyny.gov
-  40 Main Street, Suite B
Hempstead, New York 11550
-  nassaucountyny.gov/HispanicAffairs
-  @HispanicAffairsCA5A

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Disclaimer

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main lot #2

Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of Nassau County Executive 1550 Franklin Ave

Mineola New York 11501 (516)571-3131
City State Zip Telephone #

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

EVENT: THANKSGIVING TURKEY DISTRIBUTION

LOCATION: MUNICIPAL LOT #2

DATE: SATURDAY NOVEMBER 22, 2025

Time: 12:00 PM

RAIN DATE: NONE

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances and any all NYS Vehicle Traffic law regulations.
2. If an emergency occurs, the participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.
3. Participants will shut down and clear parking field immediately after the event time without prompting from police or village officials.
4. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road Not Blocking Vehicle Traffic.
5. Applicant: Estefany Ruiz 1550 Franklin Ave Mineola NY (516)571-3131

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

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

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

Issued by Deputy Chief Joseph China  10/27/2025
Rank Name Signature Date

CC to: Mayor Village Attorney Fire Chief Public Works Postmaster
 Affected Public Transportation Utilities Other: _____

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

40 N. Ocean Av, Freeport, New York 11520
(516) 378-0700

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Joseph China
DATE: 11/13/2025

RE: Thanksgiving Turkey Distribution: MPF #2
(Event to take place on the village property of said location)
Date: Saturday November 22, 2025
Time: 12:00 p.m.
Rain Date: None

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

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

Thank you,



Joseph China
Deputy Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk

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

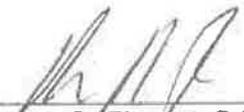
DATE: November 13, 2025

RE: Public Assembly Permit Application

Organization:	Nassau County Executive Office
Applicant:	Estefany Ruiz
Date:	Saturday, November 22, 2025
Rain Date:	None
Time:	12:00 pm
Set-up Time:	9:30 am
Location:	Municipal Lot #2 (Behind Word of Life)

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Estefany Ruiz on behalf of Nassau County Legislative Office to hold a turkey distribution.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Christine Maguire
Sent: Thursday, November 13, 2025 3:01 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: Turkey Distribution | Saturday, November 22nd 12pm | 80 West Merrick Road, Freeport

Insurance is approved for the Turkey Distribution | Saturday, November 22nd 12pm | 80 West Merrick Road, Freeport

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, November 13, 2025 2:48 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Donnie Ethier <ethierd@freeportpolice.org>; Joseph China <chinaj@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: RE: Turkey Distribution | Saturday, November 22nd 12pm | 80 West Merrick Road, Freeport

Good Afternoon,

For your records I have attached is a copy of the application for the turkey distribution that was sent to me this afternoon.

If you have already sent your recommendations thank you.

Pamela Walsh Boening
Village Clerk

46 N. Ocean Avenue
Freeport, N.Y. 11520
516-377-2254

President, LIVCTA

VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert Kennedy, Superintendent of Buildings

From: Sergio Mauras, Superintendent of Buildings

Date: November 06, 2025

RE: Request for Retroactive Approval for Maintenance Contract for OpenGov System

I am respectfully requesting retroactive approval in the amount of \$49,722.50 for maintaining the OpenGov Software provided by OpenGov Inc, PO Box 41340 San Jose CA 95160.

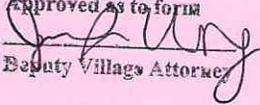
Our new software allows for our residents and businesses to file for their required permits electronically from the comfort of their homes and business locations, and greatly helps streamline workflows and inspections.

The cost is for the service dates from 1/1/24-12/31/24 & 1/1/25-12/31/25.

Funds for this reimbursement are available in: A362004-542800.

Respectfully yours,


Sergio Mauras

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Buildings is requesting Board approval for the Village to enter into a contract for maintaining the OpenGov Software provided by OpenGov Inc, PO Box 41340, San Jose, CA 95160; and

WHEREAS, the Village's new software allows for residents and businesses to file for their required permits electronically from the comfort of their homes and business locations, and greatly helps streamline workflows and inspections; and

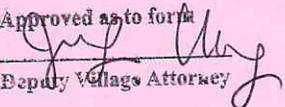
WHEREAS, the contract with OpenGov software provided by OpenGov Inc, PO Box 41340, San Jose, CA 95160, will be for a retroactive term from January 1, 2024 to December 31, 2025, in the amount of \$49,722.50; and

WHEREAS, funds for this reimbursement are available in: A362004-542800; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate the contract with OpenGov Inc, PO Box 41340, San Jose, CA 95160, for a retroactive term from January 1, 2024 to December 31, 2025, in the amount of \$49,722.50.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-Q006806
Created On: 3/22/2023
Order Form Expiration: 3/31/2023
Subscription Start Date: 4/1/2023
Subscription End Date: 12/31/2025

Prepared By: Braden Taylor
Email: bradytaylor@opengov.com
Contract Term: 33 Months

Customer Information		Contact Name: Frank Prisciandaro	
Customer:	Village of Freeport, NY	Email:	fprisciandaro@freeportny.gov
Bill To/Ship To:	46 North Ocean Avenue Freeport, New York United States	Phone:	(516) 377-2490

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Citizen Services - 4 Service Areas <i>Dashboards, Transparency, Story Builder, Reporting & Analytics, Public Portal, Payment Collection, eSignatures, Inspections, Open Town Hall, Accounting & Finance Export, Esri Integration, Autofill Interfaces, Tax Delinquency Import, MAT Master Assessor Table</i>	4/1/2023	12/31/2023	\$25,988.00
Citizen Services - 4 Service Areas <i>Dashboards, Transparency, Story Builder, Reporting & Analytics, Public Portal, Payment Collection, eSignatures, Inspections, Open Town Hall, Accounting & Finance Export, Esri Integration, Autofill Interfaces, Tax Delinquency Import, MAT Master Assessor Table</i>	1/1/2024	12/31/2024	\$48,510.00
Citizen Services - 4 Service Areas <i>Dashboards, Transparency, Story Builder, Reporting & Analytics, Public Portal, Payment Collection, eSignatures, Inspections, Open Town Hall, Accounting & Finance Export, Esri Integration, Autofill Interfaces, Tax Delinquency Import, MAT Master Assessor Table</i>	1/1/2025	12/31/2025	\$50,935.00
Annual Subscription Total:			See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	
Professional Services Deployment - Payment	4/1/2023	\$20,800.00
Professional Services Deployment - Payment	7/1/2023	\$20,800.00
Professional Services Deployment - Payment	10/1/2023	\$17,830.00
Professional Services Total:		\$59,430.00

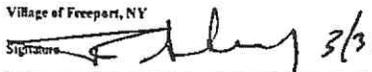
Billing Table:

Billing Date	Amount Due	
April 1, 2023	\$46,788.00	(Prorated Annual Software Fee \$25,988.00 + Professional Services Payment 1 \$20,800.00)
July 1, 2023	\$20,800.00	(Professional Services Payment 2)
October 1, 2023	\$17,830.00	(Professional Services Payment 3)
January 1, 2024	\$48,510.00	
January 1, 2025	\$50,935.00	

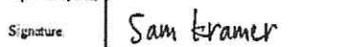
Order Form Legal Terms

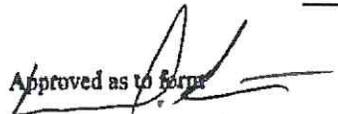
Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc. with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Village of Freeport, NY

Signature:  3/31
 Name: Robert T. Kennedy
 Title: Mayor
 Date: 3/31/2023

OpenGov, Inc. DocuSigned by:

Signature: 
 Name: Sam Kramer
 Title: Vice President, Finance
 Date: 3/28/2023

Approved as to form

 Village Attorney 3/31/2023

OPENGOV SOFTWARE SERVICES AGREEMENT

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "Agreement") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("OpenGov") and the customer listed on the signature block below ("Customer"), as of the date of last signature below (the "Effective Date"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("Software Services").

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("SOW") agreed to by the parties (the "Professional Services"). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel

OPENGOV SOFTWARE SERVICES AGREEMENT

accommodations, ground transportation and meals. The parties do not anticipate any such expenses will need to be incurred; If any such expenses are deemed necessary by OpenGov, and not by the Village, OpenGov will be responsible for such expenses.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("Insights"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "Receiving Party") agrees not to disclose any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

OPENGOV SOFTWARE SERVICES AGREEMENT

5.2 "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("Software Services Fees") and the fees for Professional Services ("Professional Services Fees") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "Fees". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays: On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "On Hold Notice") that (A) designates the Professional Services to be provided to the Customer as "On Hold", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "On Hold Fee").

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold

OPENGOV SOFTWARE SERVICES AGREEMENT

Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal The parties may agree to renew this agreement subject to the pricing terms in Section 6.1.2. Unless the parties agree to a new Order Form to renew the Agreement for an additional period of no less than one year ("Renewal Term"), this Agreement shall terminate at the end of the applicable Initial Term or Renewal Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party 15 (fifteen) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) **In General.** Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

OPENGOV SOFTWARE SERVICES AGREEMENT

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

OPENGOV SOFTWARE SERVICES AGREEMENT

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Nassau, New York, and the parties hereby submit to the personal jurisdiction and venue therein.

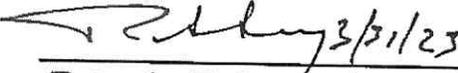
10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

OPENGOV SOFTWARE SERVICES AGREEMENT

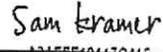
Signatures

Customer: Village of Freeport, NY

OPENGOV, Inc.

Signature:  3/31/23
Name: Robert T. Kennedy
Title: Mayor
Date: 3/31/2023

DocuSigned by:

Signature: 
Name: Sam Kramer
Title: vice President, Finance
Date: 3/28/2023

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]


Approved as to form
Village Attorney



Statement of Work

Village of Freeport, NY

Creation Date: 1/10/2023

Document Number: DD-02014

Version Number: 2

Created by: Jennifer Nordin

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for Village of Freeport, NY ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and Village of Freeport, NY.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Citizen Services Suite as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver a cloud based Citizen Services solution to help the Village of Freeport, NY power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- a. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Freeport, NY in order to complete its responsibilities under this SOW
- b. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- a) The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- b) Individual software modules are configured based on discussions between OpenGov and Customer.
- c) OpenGov Record Type configuration will include up to five (5) Record Types for two (2) Service Areas (Building and Clerk):
 - i. Building Application 2021
 - ii. Electric Permit Form
 - iii. Plumbing Permit
 - iv. HVAC Permit
 - v. FOIL
- d) Standard Training for three (3) Service Areas (Building, Code, and Clerk) includes:
 - i. Building: 1 Admin Block, 2 Configuration Sessions, and 1 End User Training.
 - ii. Code: 1 Admin Block, 2 Configuration Sessions, 1 End User Training.
 - iii. Clerk: 5 hours Admin Training
- e) R&T includes: Training on how to download and upload CIT data to the R&T Platform and build R&T Reports and Dashboards.
- f) Historical Data migration from Muncicity. Historical Data migrations using Database backup files are not included in the scope of this project.
- g) Customer will provide a Master Address Table (MAT) import file that is accurate, complete and consistent and will maintain the file name, file format and unique IDs.
- h) OpenGov will provide up to two (2) exchanges of data per file imported (MAT, Autofill, etc.) under this scope of work.
- i) Customer acknowledges GIS layers or field names will not change after the Flag Integration is set up
- j) Customer acknowledges Bluebeam licensing and training are handled by Bluebeam directly.
- k) Customer will provide forms, workflows, fees, and other relevant data within two (2) weeks immediately following the kick-off meeting.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to

provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- a. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines
- b. maintain project communications through your Project Manager
- c. establish documentation and procedural standards for deliverable Materials;
- d. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- a. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- b. work with your Project Manager to address and resolve deviations from the project plan;
- c. conduct regularly scheduled project status meetings and
- d. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 - Initialization

OpenGov will provide the following:

1. Configure Customer Entity
2. Create System Administrators
3. Create the Solution Blueprint
4. Confirm Data Validation strategy

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created

- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 - OpenGov Citizen Services Suite use cases

OpenGov will provide the following:

1. Community Development: Building Permits & Inspectional Services
2. Fire Department

Completion Criteria:

This activity will be considered complete when:

- Record Types are configured
- Master Address Table integration is configured
- Bluebeam integration is configured
- GIS and GIS Flags integration is configured
- Historical Data migration is completed
- Document migration is completed

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 - Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- Configuration training is provided
- End-User training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- a. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing)
- b. serve as the interface between OpenGov and all your departments participating in the project;
- c. administer the Project Change Control Procedure with the Project Manager;
- d. participate in project status meetings;
- e. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- f. resolve deviations from the estimated schedule, which may be caused by you;
- g. help resolve project issues and escalate issues within your organization, as necessary;
- h. Create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- a. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- b. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of May 31, 2023 ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Citizen Services Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Historical Migration and Exports							
Citizen Services Suite	Requirements and Discovery						
	Initiate*						
	Configure*						
	Validation*						
	Go Live*						
Reporting & Transparency							
GoLive Support	Hypercare						

*Timeline is dependent on the number of Service Areas and Records Types.
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

2.9. Charges

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be **\$55,185**. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Should travel be incurred, you will be billed travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at \$5,000.

2.10. Offer Expiration Date

This offer will expire on January 3, 2023, unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.
 - Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped
 - o Delay to any agreed timelines
 - o Not having the same Professional Services team assigned

Appendix B: Implementation Activities

B-1: OpenGov Citizen Services Suite

Instance Creation

Citizen Services Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Citizen Services Instance	OpenGov will: <ul style="list-style-type: none"> • Provision a CIT environment and FTPS site. 	Customer will: <ul style="list-style-type: none"> • Confirm access to CIT environment.
Provisioning Reporting & Transparency Platform	OpenGov will: <ul style="list-style-type: none"> • OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules. 	Customer will: <ul style="list-style-type: none"> • Confirm access to entity and modules.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: <ul style="list-style-type: none"> • Provide up to two (2) two-hour working sessions at the beginning of the project to: <ul style="list-style-type: none"> o Review deliverables o Review technical requirements o Provide documentation on requirements and processes o Provide a system overview to Customer's System Administrators OpenGov Assumptions: <ul style="list-style-type: none"> • Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting. 	Customer will: <ul style="list-style-type: none"> • Identify relevant participants for attendance. • Confirm deliverables. • Provide relevant data for the project.

System Integrations Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Recurring Master Address Table (MAT) Import	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Provide a Master Address Table (MAT) template. • Provide an FTPS location for the Customer to upload the file. • Import the MAT file. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> • Customer will provide a complete, consistent, and accurate import file and maintain the file format and unique IDs. • OpenGov will provide up to two (2) exchanges of data per file imported. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Populate the Customer's location data in the OpenGov MAT template. • Upload MAT file to OpenGov's FTPS. • Agree upon specifications prior to import. • Validate and provide sign-off the solution meets agreed upon specifications. • Maintain the MAT following configuration by uploading the MAT file on a recurring basis (e.g. daily, weekly, or monthly).
ESRI ArcGIS Server Integration	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Integrate with the Customer's ArcGIS public API endpoint to display read-only versions of the layer on Mapbox based maps. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide a public and secure ESRI REST API URL. • Validate and provide sign-off the integration.
GIS Flag Integration	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Enable GIS Flag Integration. • Import a list of location flags from the addresses provided on the MAT to display on OpenGov Location Pages. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> • Customer will maintain GIS layers and field names to support the GIS Flag integration. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide GIS Flag information • Provide desired flag text. • Agree upon specifications prior to import. • Update layers as needed • Validate and provide sign-off the solution meets agreed upon specifications
Accounting & Finance Export	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Provide an export of financial data based on the Customer provided format and put the files onto the Customer's FTPS as often as nightly. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide OpenGov the required format and a sample document. • Agree upon specifications prior to export.

		<ul style="list-style-type: none"> • Validate and provide sign-off the solution meets agreed upon specifications • Key in or upload the export to their Financial System.
Autofill	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Configure up to three (3) autofills using source data from OpenGov or provided by the customer. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide source data, if applicable. • Agree upon specifications prior to configuration. • Validate and provide sign-off the solution meets agreed upon specifications
Bluebeam Integration	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Enable any attachment to click "Open in Bluebeam Studio" to start or continue a collaborative document markup/review session in Bluebeam. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> • Customer will handle Bluebeam licensing and training with Bluebeam directly. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide Bluebeam Studio Prime license(s). • Validate and provide sign-off the solution meets agreed upon specifications.

Record Type Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Record Type Configuration	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Configure standard record type drafts of Customer's record types in the Citizen Services system using the RI boilerplate templates. Record Type includes: <ul style="list-style-type: none"> ○ Application Form ○ Workflow ○ Output Document ○ Fees • Review configured Record Types and provide training on how to: 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide existing application forms, current workflows, fee structures, and output documents. • Attend scheduled working sessions for the purpose of validating, reviewing, and iterating upon draft record types configuration. • Test configured record types. • Validate and sign off on configured record types.

	<ul style="list-style-type: none"> ○ Manage access ○ Edit forms, fees, and workflow. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> ● OpenGov will configure up to five (5) Record Types <ul style="list-style-type: none"> ○ Building Application 2021 ○ Electric Permit Form ○ Plumbing Permit ○ HVAC Permit ○ FOIL 	
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Data Migration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Historical Data Migration	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Perform tages of Historical Data Migration: <ol style="list-style-type: none"> 1. Initial Load 2. Legacy Record Type 3. Address Matching 4. Final Load ● Set up all record types that historical data will be migrated into prior to initial load. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> ● Migrate Historical data from Customers system(s): Municipity. Historical Data migrations using Database backup files are not included in the scope of this project. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide all necessary historical data or access to agreed upon data and mapping. This is not an exhaustive list. ● Validate and sign off of data loaded.
Document Migration	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration" 	<p>Customer will</p> <ul style="list-style-type: none"> ● Provide all necessary historical document data. ● Validate and sign off of data loaded.

Working Sessions and Trainings

<p>Citizen Services Working Sessions</p>	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Per the agreed upon Project Plan, schedule working session with Customer's system <p>Administrators to:</p> <ul style="list-style-type: none"> ○ Review configurations ○ Provide insight and training on system functionality ○ Gain feedback and answer questions regarding configured system functionality 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Per the agreed upon Project Plan attend working sessions to: <ul style="list-style-type: none"> ○ Review configurations ○ Gain insight and training on system functionality ○ Give feedback and ask questions regarding configured system functionality
<p>OpenGov University</p>	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide access to OpenGov University online courses 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Complete OpenGov University Training courses as assigned.
<p>Citizen Services Administrator Training</p>	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide System Training designed for system administrators, which will include how to: <ul style="list-style-type: none"> ○ Create and customize the Public Portal ○ Edit Record Types ○ Set up inspections ○ Create, share and export datasets. ○ Perform the basic functions of any integrations or other customizations included in the SOW 	<p>Customer will</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.
<p>Citizen Services Internal End-User Training</p>	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide two (2) Internal End User Training(s) designed for Plan Review, Inspectors, ect., which will include how to: <ul style="list-style-type: none"> ○ Navigate the system ○ Understand inbox and tasks ○ Handle fees and payments 	<p>Customer will</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.

	<ul style="list-style-type: none"> ○ Conduct inspections ○ Create a new record ○ View datasets 	
Record Type Configuration Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide up to four (4) configuration training sessions to enable Administrators to own future configuration of Record Types. ● Sessions will focus on: <ul style="list-style-type: none"> ○ Hands-on training for building, configuring, and maintaining Record Types. ○ Best practices 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. ● At the end of configuration training sessions, be responsible for maintenance and configuration of all Record Types.
Reporting & Transparency Configuration	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide training on how to: <ul style="list-style-type: none"> ○ Upload Citizen Services data to Reporting & Transparency ○ Create Reports and Dashboards using Citizen Services data. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. ● Identify relevant participants and attend scheduled trainings.

Appendix C: Technical Requirements

C-1: OpenGov Citizen Services Suite

Citizen Services Suite	
Description	Technical Requirements
Master Address Table	<ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx, .txt with headers ● Location information (parcels and address points recommended) ● Unique ID field
ESRI ArcGIS Integration	<ul style="list-style-type: none"> ● Publicly-accessible secure ESRI REST API URL ● WFS link will not suffice

GIS Flag Information	<ul style="list-style-type: none"> • Polygon Layer(s) via ESRI REST API URL (polylines and points are not supported) • Mapping of flag text
Exports	<ul style="list-style-type: none"> • required format (columns) • sample document
Autofills using Customer Source Data	<ul style="list-style-type: none"> • Flat file • .csv, .xls, .xlsx, .txt with headers
Bluebeam	<ul style="list-style-type: none"> • Bluebeam Studio Prime license(s)
Record Types	<ul style="list-style-type: none"> • Current application forms, workflows, fee structures, and output documents. • PDF, Word, .csv, .xls, .xlsx with headers
Historical Data	<ul style="list-style-type: none"> • Flat file • .csv, .xlsx with headers • Record type mapping • Record status mapping
Historical Documents	<ul style="list-style-type: none"> • Flat file • .csv, .xlsx with headers • One row per document • All rows must be tied back to the MAT's unique ID field • All rows must have a file path or publicly accessible URL • Provide files by URL or Zip File. If providing a ZIP file, ensure that when ZIP file is opened the file path matches the mapping document.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 28, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Centripetal
Manage Detection and Responses & Network Monitoring & Management

For the past two years, the Village's Information Technology Department has been using a real-time threat intelligence appliance and 24/7 monitoring service from Centripetal called CleanInternet Cloud Service. The cost for FY 2026 was \$33,600.00. There is no change in price for FY 2027. This technology is based on 4 components:

Intelligence - uses threat intelligence by leveraging over 10 billion global indicators of compromise (IOCs) from intelligence feeds in real-time.

Enforcement - Live team of cyber threat analysts act as an extension of Village, Police, Water and Electric to monitor and analyze emerging and zero-day threats in the context of government business.

Reporting - Delivers automated enforcement based on policies made up of millions of complex rules, using billions of threat Indicators of Compromise (IOCs), applied to the live network at machine speed.

Analysis - Executive and analyst-level reporting on key findings of threats, suspicious activity, and historical reinforcement data. The cloud-based SIEM dashboard shows all inbound and outbound threat activity in real-time.

The use of this service has shielded 100 million Internet events from potential malware and viruses. This service will protect Municipal, Water, Electric and Police.



Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the 24/7 monitoring service (CleanInternet Cloud Service) provided by Centripetal purchased through regional reseller LANRover Network Services, Inc., 85 S. Snedecor Ave., Bayport, NY 11705 for the amount of \$33,600.00 (under NY OGS Contract #PM68119) for a term from March 1, 2026 to February 28, 2027. Further, that the Mayor be authorized to sign any paperwork necessary and proper to obtain

these services. 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 to cover this cost.

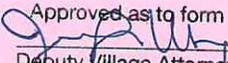


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on April 7, 2025, the Board approved for the 24/7 monitoring service provided by Centripetal purchased through regional reseller LANRover Network Services, Inc., 85 S. Snedecor Ave., Bayport, NY 11705, for the amount of \$33,600.00 for a term from March 1, 2025 to February 28, 2026; and

WHEREAS, this technology is based on four (4) components:

Intelligence - uses threat intelligence by leveraging over 10 billion global indicators of compromise (IOCs) from intelligence feeds in real-time.

Enforcement - Live team of cyber threat analysts act as an extension of Village, Police, Water and Electric to monitor and analyze emerging and zero-day threats in the context of government business.

Reporting - Delivers automated enforcement based on policies made up of millions of complex rules, using billions of threat Indicators of Compromise (IOCs), applied to the live network at machine speed.

Analysis - Executive and analyst-level reporting on key findings of threats, suspicious activity, and historical reinforcement data. The cloud-based SIEM dashboard shows all inbound and outbound threat activity in real-time.

WHEREAS, the use of this service has shielded 100 million internet events from potential malware and viruses; this service will protect Municipal, Water, Electric and Police; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the 24/7 monitoring service (CleanInternet Cloud Service) provided by Centripetal purchased through the regional reseller LANRover Network Services, Inc., 85 S. Snedecor Ave., Bayport, NY 11705, for the amount of \$33,600.00 (under NY OGS Contract #PM68119) for a term from March 1, 2026 to February 28, 2027; and

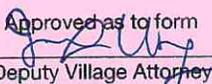
WHEREAS, these services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to approve for the 24/7 monitoring service provided by Centripetal purchased through regional reseller LANRover Network Services, Inc., 85 S. Snedecor Ave., Bayport, NY 11705, for the amount of \$33,600.00 for a term from March 1, 2026 to February 28, 2027.

The Clerk polled the Board as follows:

Deputy Mayor Martinez

VOTING

Approved as to form

Deputy Village Attorney

Trustee Squeri
Trustee Sanchez
Trustee Butler
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING



LANRover Network Services. Inc.

85 S Snedecor Ave.
Bayport, New York 11705-2132
USA
Phone : 1 844 526-7683
Website : www.lanrover.net

QUOTE

QOT25-9152
10/23/2025

Expires on: **11/07/2025**

Billing Address

Village of Freeport
Frank Prisciandaro
46 North Ocean Avenue
Freeport, New York 11520
USA

Shipping Address

Village of Freeport
Frank Prisciandaro
46 North Ocean Avenue
Freeport, New York 11520
USA

Sr No.	Item name & description	Taxable	Qty.	Unit Price	Dis %	Discounted Price	Amount
1	CI-1G-1Y-D CleanInternet® Cloud Service. Data Center. 1G Link Cloud delivered service. Monthly Support Cost. One year Term, Paid Annually start of term Cloud Security as a Service	No	12	\$8,000.00	65 %	\$2,800.00	\$33,600.00

Subtotal	\$33,600.00
Exempt (\$ 0 @ 0 %)	\$0.00
Total	\$33,600.00

Notes to Customer:
Please reference NY OGS Contract # PM68119

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 April 9, 2025
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 7, 2025:

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

WHEREAS, on January 22, 2024, the Board approved the 24/7 support services provided by Centripetal purchased through regional reseller LANrover Network Services, Inc., 85 S Snedecor Ave., Bayport, New York, 11705, for the amount of \$33,600.00 for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, this technology is based on four (4) components:

Intelligence - uses threat intelligence by leveraging over 10 billion global indicators of compromise (IOCs) from intelligence feeds in real-time.

Enforcement - Live team of cyber threat analysts act as an extension of Village, Police, Water, and Electric to monitor and analyze emerging and zero-day threats in the context of Government business.

Reporting - Delivers automated enforcement based on policies made up of millions of complex rules, using billions of threat IOCs applied, to the live network at machine speed.

Analysis - Executive and analyst-level reporting on key findings of threats, suspicious activity, and historical reinforcement data. The cloud-based SIEM dashboard shows all inbound and outbound threat activity in real-time; and

WHEREAS, the use of this service has shielded 100 million internet events from potential malware and viruses; this service will protect Municipal, Water, Electric and Police; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the 24/7 monitoring service (CleanInternet Cloud Service) provided by Centripetal purchased through the regional reseller LANRover Network Services, Inc., 85 S. Snedecor Ave., Bayport, NY 11705 for the amount of \$33,600.00 (no change in price for FY 2026 and under NY OGS Contract #PM68119) for a term from March 1, 2025 to February 28, 2026; 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 to cover this cost; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor be and hereby is authorized to sign any paperwork necessary to approve for the 24/7 monitoring service provided by Centripetal purchased through regional reseller LANRover Network Services, Inc., 85 S. Snedecor Ave., Bayport, NY 11705 for the amount of \$33,600.00 for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 30, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: CivicPlus - Freeport Village/Electric Website/Intranet Hosting and Support Services
March 1, 2026 – February 28, 2027

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. The Freeport Electric website development and administration agreement was approved on March 1, 2017. Attached for your approval is the Renewal Agreement for the Freeport Village Website, Electric Website, Intranet Core Subsite Hosting and Support, and the SSL Certificate for a one-year term running from March 1, 2026 to February 28, 2027. The total fee is \$10,882.40. This is comprised of \$6,981.12 for the Village Website, \$3,147.19 for the Electric Website and \$754.09 for the Village wide Intranet site. The current contract fee for 2025/2026 is \$10,580.85. The fee for the new contract increased by \$301.55.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the agreement for hosting, support and SSL Certificate with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502 for a term running from March 1, 2026 to February 28, 2027 in the amount of \$10,882.40; and that the Mayor be authorized to execute any and all documents necessary and proper to effect same. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.

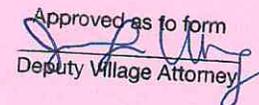


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on August 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, on March 3, 2025, the Board approved 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; and

WHEREAS, the agreement with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502, will be for a term from March 1, 2026 to February 28, 2027 for a total fee of \$10,882.40 (This is comprised of \$6,981.12 for the Village Website, \$3,147.19 for the Electric Website, and \$754.09 for the Village wide Intranet site); and

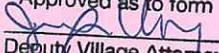
WHEREAS, the fee for the new contract increased by \$301.55; and

WHEREAS, this service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) 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 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 term from March 1, 2026 to February 28, 2027, for a total cost of \$10,882.40.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



302 South 4th Street, Suite 500
Manhattan, KS 66502
P. 888-228-2233 ext. 291

Contract #: 00093316
As of Date: 01/30/2026
Renewal Date: 03/01/2026

Client:
Village of Freeport, NY

Bill To:
FREEPORT VILLAGE, NEW YORK

QTY	DESCRIPTION
1	Standard Department Header Annual Fee: Intranet
Renewal Total: \$754.09	

1. This renewal Statement of Work ("SOW") is between Village of Freeport, NY ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <http://www.civicplus.help/hc/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term beginning 03/01/2026 and continuing for one year ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for any number of additional twelve month renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Renewal Total shall be invoiced on the first day of the Initial Term and the first day of each Renewal Term. Renewal Term Total Annual Services shall be subject to a 2% annual increase beginning with the first renewal term. Customer shall pay all invoices within 30 days.
4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

If a PO Number is required, please send to accounting@civicplus.com



302 South 4th Street, Suite 500
Manhattan, KS 66502
P. 888-228-2233 ext. 291

Contract #: 00093796
As of Date: 01/30/2026
Renewal Date: 03/01/2026

Client:
Village of Freeport, NY

Bill To:
FREEPORT VILLAGE, NEW YORK

QTY	DESCRIPTION
1	SSL Certificate Annual Fee: https://www.freeportelectric.com
1	Subsite Annual Fee for Hosting and Support: Freeport Electric
Renewal Total: \$3,147.19	

1. This renewal Statement of Work ("SOW") is between Village of Freeport, NY ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <http://www.civicplus.help/hc/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term beginning 03/01/2026 and continuing for one year ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for any number of additional twelve month renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Renewal Total shall be invoiced on the first day of the Initial Term and the first day of each Renewal Term. Renewal Term Total Annual Services shall be subject to a 5% annual increase beginning with the first renewal term. Customer shall pay all invoices within 30 days.
4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

If a PO Number is required, please send to accounting@civicplus.com



302 South 4th Street, Suite 500
 Manhattan, KS 66502
 P. 888-228-2233 ext. 291

Contract #: 00094446
As of Date: 01/30/2026
Renewal Date: 03/01/2026

Client:
 Village of Freeport, NY

Bill To:
 FREEPORT VILLAGE, NEW YORK

QTY	DESCRIPTION
1	Website Annual Fee Renewal (Hosting & Support)
1	SSL Certificate Annual Fee
1	CivicMedia Standard Annual Fee Renewal - includes live streaming + 1.0GB storage
1	48 Month Redesign Ultimate Annual - Municipal Websites Central
Renewal Total: \$6,981.12	

1. This renewal Statement of Work ("SOW") is between Village of Freeport, NY ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <http://www.civicplus.help/hc/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term beginning 03/01/2026 and continuing for one year ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for any number of additional twelve month renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Renewal Total shall be invoiced on the first day of the Initial Term and the first day of each Renewal Term. Renewal Term Total Annual Services shall be subject to a 2% annual increase beginning with the first renewal term. Customer shall pay all invoices within 30 days.
4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>



If a PO Number is required, please send to accounting@civicplus.com

Estimate

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 March 7, 2025
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 3, 2025:

It was moved by Trustee Squeri, seconded by Deputy Mayor Ellerbe 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	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	Excused
Mayor Kennedy	In Favor

cc:

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

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

DIRECTIVE

TO: Eric Rosmarin, Superintendent of Electric Utilities March 26, 2025
FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

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

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 28, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: ESRI Maintenance Contract (Geographic Information System and Mapping Software)
3/1/2026 – 2/28/2027

Attached is a Software Maintenance Agreement quote from ESRI for the Village of Freeport's GIS and Mapping Software. This maintenance agreement is necessary to ensure that the Village has licensing, map updates and software support for its GIS system. The agreement is needed to support our versions of GIS mapping software and to be compatible with Nassau County. Several departments within the Village use this software extensively for various daily processing. Under NY Centralized Contract No. PM67345/ESRI Contract No. 305303, the cost for the March 1, 2026 to February 28, 2027 contract period is a total of \$10,991.83. This is a price increase of \$685.10 (7%).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the Software Maintenance Contract with ESRI, Inc., 380 New York Street, Redlands, California 92373, from March 1, 2026 to February 28, 2027, at a cost of \$10,991.83. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.

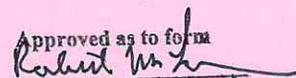


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport Electric Utility utilizes a Geographic Information System (GIS) and Mapping Software; and

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

WHEREAS, on November 18, 2024, the Board approved the GIS and Mapping Software contract between the Village of Freeport and ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term from March 1, 2025 to February 28, 2026, for a total of \$10,306.73; and

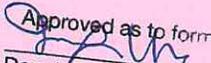
WHEREAS, under New York State Centralized Contract (PM67345/ESRI Contract No. 305303) with ESRI, Inc., 380 New York Street, Redlands, California, 92373, the GIS and Mapping Software contract will be for a term from March 1, 2026 to February 28, 2027, for a total of \$10,991.83 [a price increase of \$685.10 (7%)]; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate the GIS and Mapping Software contract between the Village of Freeport and ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term from March 1, 2026 to February 28, 2027, for a total of \$10,991.83.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 10/09/2025
To: Frank Prisciandaro
Organization: Village of Freeport
Fax #: 516-377-2247 **Phone #:** 516-377-2245

From: Pete Bennett
Fax #: 909-307-3083 **Phone #:** + 19093692063 Ext. 2063
Email: pbennett@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26313759
Document Date: 10/09/2025

***** BUDGETARY QUOTE ONLY*****

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<https://www.esri.com/en-us/cp/maintenance>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Date: 10/09/2025

Quotation Number: 26313759

Contract Number: 305303

Village of Freeport
46 N Ocean Ave
Freeport NY 11520-3023
Attn: Frank Prisciandaro
Email: mis@freeportny.gov
Phone: 516-377-2245

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Pete Bennett

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 107352

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
For customers purchasing from the State of New York Centralized Contract No. PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here http://www.esri.com/legal/software-license				
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 03/01/2026 End Date: 02/28/2027 Subscription ID: 9132938299	1,763.13	1,763.13
1010	2	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 03/01/2026 End Date: 02/28/2027 Subscription ID: 9132938299	1,410.50	2,821.00
2010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 03/01/2026 End Date: 02/28/2027	463.45	463.45

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

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

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

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Page 2

Date: 10/09/2025

Quotation Number: 26313759

Contract Number: 305303

Item	Qty	Material#	Unit Price	Extended Price
Subscription ID: 9132938299				
3010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 03/01/2026 End Date: 02/28/2027	5,944.25	5,944.25

Item Subtotal	10,991.83
Estimated Tax	0.00
Total	USD 10,991.83

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation
Page 3

Date: 10/09/2025	Quotation No: 26313759	Customer No: 107352	Contract No: 305303
Item	Qty	Material#	Unit Price Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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

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 November 19, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 18, 2024:

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

WHEREAS, the Village of Freeport Electric Utility utilizes a Geographic Information System (GIS) and Mapping Software; and

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

WHEREAS, on March 30, 2023, the Board approved a contract with ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term effective March 1, 2023 ending February 29, 2028 at a total cost of \$9,300.00; and

WHEREAS, due to high demand for GIS service, the Superintendent of Electric Utility is requesting Board approval for the purchase an additional desktop ArcMap license, an annual price increase of \$1,006.73; and

WHEREAS, under New York State Centralized Contract (PM67345/ESRI Contract No. 305303) with ESRI, Inc., 380 New York Street, Redlands, California, 92373, the GIS and Mapping Software contract will be for a term from March 1, 2025 to February 28, 2026, for a total of \$10,306.73; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the GIS and Mapping Software contract between the Village of Freeport and ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term from March 1, 2025 to February 28, 2026, for a total of \$10,306.73.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 28, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Oracle America, Inc.
Software Update License and Support
3/1/2026 – 2/28/2027

Attached is the ordering document for the renewal of Oracle Database Licensing – technical support service number 1729401 for a cost of \$8,661.37 for FY 2027. This order covers 2 processors used by the enQuesta V6 database. Oracle America, Inc. (Oracle) is a sole source provider so competitive quotes are not available. The database licensing must be renewed in order for the Systems & Software enQuesta billing system to be maintained. The licensing period runs from March 1, 2026, to February 28, 2027. The cost for FY 2026 is \$8019.79. There is an increase of \$641.58 (8%) in maintenance.

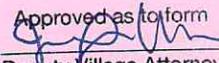
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software update license and support service agreement with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448 at a cost of \$8,661.37 for the period March 1, 2026, to February 28, 2027. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this service. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available to cover this cost.



Eric Rosmarin
Superintendent of Electric Utilities

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on November 18, 2024, the Board approved the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, for a cost of \$8,019.79 for a term from March 1, 2025 to February 28, 2026; and

WHEREAS, the Village of Freeport Electric Utility maintains and operates the enQuesta system for billing throughout the Village, software that is vital to the day-to-day operations of the Village; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval to renew the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448; and

WHEREAS, the ordering document for the renewal of Oracle Database Licensing – technical support service number 1729401 covers two (2) processors used by the enQuesta V6 database; and

WHEREAS, Oracle America, Inc. (Oracle) is a sole source provider, so competitive quotes are not available, and the database licensing must be renewed in order for the Systems & Software enQuesta billing system to be maintained; and

WHEREAS, the licensing period runs from March 1, 2026 to February 28, 2027, for a cost of \$8,661.37 (an increase of \$641.58 (8%) in maintenance from this current fiscal year); and

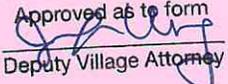
WHEREAS, this service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Mayor and Board of Trustees approve the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, at a cost of \$8,661.37 for a term from March 1, 2026 to February 28, 2027.

The Clerk polled the Board as follows:

Deputy Mayor Martinez
Trustee Squeri
Trustee Sanchez
Trustee Butler
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney



ORACLE

22 Oct-25

Dear Frank Prisciandaro

Your technical support services are due for renewal.

Support Service Number: 1729401

Support Start Date: 1-Mar-26

Amount Due: USD 8,661.37 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 30-Jan-26.

Oracle would like to thank you for your continued business.

Have a question Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



Technical Support Services Renewal Order

General Information

Customer: VILLAGE OF FREEPORT
Support Service Number: 1729401
Offer Expires: 28-Feb-26

Oracle: Oracle America, Inc.
Oracle Contact Information:
Oracle Premier Support Renewal Center
Call 1-888-545-4577
[Chat on My Support Renewals](#)
[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

Customer Quote To
Frank Prisciandaro
VILLAGE OF FREEPORT
220 W Sunrise Hwy
FREEPORT
NY 11520
United States
516.377.2490
fprisciandaro@freeportny.gov

Customer Bill To
AUDITOR'S OFFICE
INCORPORATED VILLAGE OF FREEPORT
46 N Ocean Ave
FREEPORT
NY 11520
United States
AUDITOR@FREEPORTNY.GOV

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Standard Edition - Processor Perpetual	13466188	2		FULL USE	1-Mar-26	28-Feb-27	8,661.37

Program Technical Support Fees: USD 8,661.37

Total Price: USD 8,661.37

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, VILLAGE OF FREEPORT represents that Customer has authorized VILLAGE OF FREEPORT to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. VILLAGE OF FREEPORT agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. VILLAGE OF FREEPORT agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of INCORPORATED VILLAGE OF FREEPORT to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-2855725 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If VILLAGE OF FREEPORT is a tax exempt organization and is not an U.S. federal government entity, a copy of VILLAGE OF FREEPORT's tax exemption certificate must be submitted with VILLAGE OF FREEPORT's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If VILLAGE OF FREEPORT is a tax exempt organization, a copy of VILLAGE OF FREEPORT's tax exemption certificate must be submitted with VILLAGE OF FREEPORT's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 1729401
- Total Price: USD 8,661.37 excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, VILLAGE OF FREEPORT agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

PayPal

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

eCheck

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 1729401
- Total Price: USD 8,661.37 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, VILLAGE OF FREEPORT agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- VILLAGE OF FREEPORT does not issue purchase orders.
- VILLAGE OF FREEPORT does not require a purchase order for the services ordered hereto.

VILLAGE OF FREEPORT certifies that the information provided above is accurate and complies with VILLAGE OF FREEPORT's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, VILLAGE OF FREEPORT agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms VILLAGE OF FREEPORT's commitment to pay for the services ordered in accordance with the terms of this renewal order.

VILLAGE OF FREEPORT

Authorized Signature

Name

Title

Signature Date

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 November 19, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 18, 2024:

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

WHEREAS, on January 22, 2024, the Board approved the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, for a cost of \$7,425.73 for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, the Village of Freeport Electric Utility maintains and operates the enQuesta system for billing throughout the Village, software that is vital to the day-to-day operations of the Village; and

WHEREAS, the ordering documents for the renewal of Oracle Database Licensing – technical support service number 1729401 (\$8,019.79), and these documents cover 2 processors used by the enQuesta V6 database; and

WHEREAS, Oracle America, Inc. (Oracle) is a sole source provider, so competitive quotes are not available, and the database licensing must be renewed in order for the Systems & Software enQuesta billing system to be maintained; and

WHEREAS, this service was previously part of the Systems and Software contract but is now being billed separately by Oracle America, Inc., P.O. Box 203448, Dallas, Texas 75320-3448, a sole source provider (as previously determined by the Board on January 4, 2016); and

WHEREAS, the licensing period runs from March 1, 2025 to February 28, 2026, for a cost of \$8,019.79 (an increase of \$594.06 (8%) in maintenance from this current fiscal year); and

WHEREAS, this service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network); and

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Mayor and Board of Trustees approve the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, for a cost of \$8,019.79 for a term from March 1, 2025 to February 28, 2026.

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	Excused
Mayor Kennedy	In Favor

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 7, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Tyler Technologies, Inc., MUNIS Division
Financial System Support and Maintenance Services
Disaster Recovery Support Services
ExecuTime Module and Time Attendance
Maintenance Term: March 1, 2026 to February 28, 2027

In March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc. and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime Time Attendance. These systems require annual operating system database administrative support, and support and update licensing for the various modules. In addition, we require Disaster Recovery Support Services (MunDisaster). Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies. The contract period will run from March 1, 2026 to February 28, 2027. The total cost for these services is \$177,757.31. This rate has increased \$8,339.30 (5%) from the current 2025 - 2026 maintenance.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software maintenance and support services provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 from March 1, 2026 to February 28, 2027, at a cost of \$177,757.31. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. 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 to cover this cost.

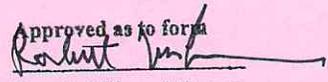


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, in March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc., and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime Time Attendance; and

WHEREAS, on December 2, 2024, the Board approved the subscription software maintenance and support services agreement provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 from March 1, 2025 to February 28, 2026 for all MUNIS items except Touchscreen 7: Proximity Reader which runs from May 1, 2025 to February 28, 2026, for a total cost of \$169,418.01; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, the contract period with Tyler Technologies will run from March 1, 2026 to February 28, 2027; and

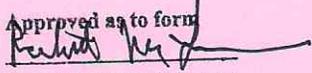
WHEREAS, the total cost for these services is \$177,757.31 (an increase of \$8,339.30 (5%) from the current 2025 - 2026 maintenance); and

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 to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board hereby approves, and the Mayor is hereby authorized to sign any documentation necessary to approve the software maintenance and support services agreement provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, from March 1, 2026 to February 28, 2027, at a cost of \$177,757.31.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



Empowering people who serve the public®

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	234733	10/10/2025	1 of 3

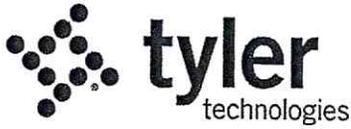


To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41272		Net 30	USD	ELEC	

Contract No.	Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: FREEPORT, NY						
1	29/Mar/2010	Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	29,149.03	29,149.03
2	29/Mar/2010	Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	2,700.00	2,700.00
3	29/Mar/2010	Renewal: TYLER DISASTER RECOVERY SERVICE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	29,149.03	29,149.03
4	29/Mar/2010	Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER ENTERPRISE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	18,408.61	18,408.61
5	29/Mar/2010	Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,704.41	3,704.41
6	29/Mar/2010	Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	19,355.45	19,355.45
7	29/Mar/2010	Renewal: SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	1,078.01	1,078.01
8	29/Mar/2010	Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,528.01	3,528.01



Empowering people who serve the public[®]

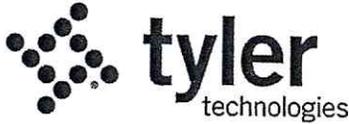
Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	234733	10/10/2025	2 of 3

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
29/Mar/2010	9 Renewal: SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,528.01	3,528.01
29/Mar/2010	10 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	4,233.61	4,233.61
29/Mar/2010	11 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	4,445.26	4,445.26
29/Mar/2010	12 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	4,074.84	4,074.84
29/Mar/2010	13 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	5,964.08	5,964.08
29/Mar/2010	14 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	2,852.40	2,852.40
29/Mar/2010	15 Renewal: SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	4,850.99	4,850.99
29/Mar/2010	16 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,880.80	3,880.80
29/Mar/2010	17 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,528.01	3,528.01
29/Mar/2010	18 Renewal: SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,880.80	3,880.80
29/Mar/2010	19 Renewal: SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	1,764.00	1,764.00



Empowering people who serve the public®

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	234733	10/10/2025	3 of 3

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
29/Mar/2010	20 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,148.77	3,148.77
29/Mar/2010	21 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	2,081.51	2,081.51
29/Mar/2010	22 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	3,148.77	3,148.77
29/Mar/2010	23 Renewal: SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	6,174.01	6,174.01
29/Mar/2010	24 Renewal: TYLER FORM PROCESSING SUPPORT Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months	1	EA	4,116.00	4,116.00

Does not include any applicable taxes

Order Total: **168,744.41**

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



Empowering people who serve the public[®]

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	234734	10/10/2025	1 of 1



To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	41272	Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: FREEPORT, NY					
1	Renewal:	1	EA	6,782.76	6,782.76
28/Feb/2019	Support & Update Licensing - Time & Attendance Maintenance Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months				
2	Renewal:	1	EA	1,528.14	1,528.14
28/Feb/2019	Support & Update Licensing - Time & Attendance Mobile Access Maintenance Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months				
3	Renewal:	2	EA	241.00	482.00
17/Sep/2021	Touchscreen 10: Proximity Reader (HID) Maintenance Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months				
4	Renewal:	1	EA	220.00	220.00
15/Apr/2024	Touchscreen 7: Proximity Reader Cycle Start: 03/01/2026, End: 02/28/2027; Term: 12 months				

Does not include any applicable taxes

Order Total: **9,012.90**

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

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 December 4, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

WHEREAS, on February 5, 2024, the Board approved the subscription for all MUNIS items except for PACE 5 from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$168,838.35 for a contract period from March 1, 2024 to February 28, 2025; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, the contract period with Tyler Technologies will run from March 1, 2025 to February 28, 2026, for all the MUNIS items except Touchscreen 7: Proximity Reader; and

WHEREAS, Touchscreen 7: Proximity Reader will run from May 1, 2025 to February 28, 2026; and

WHEREAS, the total cost for these services is \$169,418.01; this cost increased by \$8,090.60 (5%) from last year's maintenance; 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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to approve the subscription software maintenance and support services agreement provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 from March 1, 2025 to February 28, 2026 for all MUNIS items except Touchscreen 7: Proximity Reader which runs from May 1, 2025 to February 28, 2026, for a total cost of \$169,418.01.

The Clerk polled the Board as follows:

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

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 6, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Systems & Software, Inc.
Software Maintenance and Support
3/1/2026 – 2/28/2027

Attached is the cost quotation for the Annual Software Maintenance and Support Agreement with Systems & Software, Inc., for the period March 1, 2026 to February 28, 2027. This expense is necessary to ensure that the Village has enQuesta maintenance support. Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies.

The total cost for the period March 1, 2026 to February 28, 2027 is \$124,651.51. This amount includes the cost for enQuesta support and 3rd Party Software Maintenance. The cost for these two items in the current fiscal year is \$121,020.88. There is a price increase of \$3,630.63 (a 3% increase).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the Annual Software Maintenance and Support Agreement with Systems & Software, Inc., 10 E. Allen St, Suite 201, Winooski, VT 05404 at a cost of \$124,651.51 from March 1, 2026 to February 28, 2027. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this service. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.

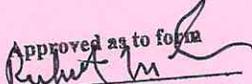


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on November 18, 2024, the Board approved the Annual Software Maintenance and Support Agreement with the service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2025 to February 28, 2026, for a total cost of \$121,020.88; and

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

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

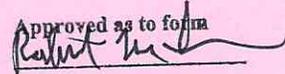
WHEREAS, the total cost for the period March 1, 2026 to February 28, 2027 is \$124,651.51 [a price increase of \$3,630.63 (3%)]; this amount includes the cost for enQuesta support and 3rd Party Software Maintenance; and

WHEREAS, this service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) 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 is hereby authorized to sign any and all documents necessary and proper to effectuate the Annual Software Maintenance and Support Agreement with the service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2026 to February 28, 2027, for a total cost of \$124,651.51.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



SYSTEMS & SOFTWARE

October 20, 2025

Village of Freeport
46 North Ocean Ave.
Freeport, NY 11520
Attn: Frank Prisciandaro

RE: 2026 Maintenance Quote – enQuesta

Dear Frank,

We truly value your partnership and appreciate the trust you place in us. Your annual maintenance renewal helps ensure you continue receiving the support and resources that keep your business running smoothly. With your renewal, you'll have:

- Direct access to our knowledgeable support staff, available weekdays 8:00 AM – 6:00 PM ET, plus after-hours on-call support
- Defined support levels to prioritize your business needs
- Access to training opportunities designed to help your team succeed
- Regular updates and enhancements to system functionality
- An invitation to our annual HCTC conference, taking place in Denver, CO in December 2026

At S&S, we are continually enhancing our product, with a strong focus on security over the past year. As part of your maintenance, we've introduced new features and modules designed to deliver even greater value to you and your team:

- **Flexible Billing Options** – Now you can bill for additional services on a daily or as-needed basis, giving you more control outside of standard cycle billing.
- **Smarter Customer Billing API** – Expanded functionality opens the door to more use cases, making it easier to streamline your processes.
- **Seamless Questline Digital Integration** – Automatically send Welcome Packets and other communications to keep your customers engaged from day one.
- **Connected with Salesforce** – Direct integration ensures your teams have the data they need, right where they work.
- **Flexible Due Dates for Notices** – Notice Due Dates no longer have to be the same as the Billing Due Date.

Contact your Account Manager if you are interested in more information on the extended services described above. The yearly maintenance amount from March 1, 2026, through February 28, 2027, has been revised to the following:

Product	Support Period		Total Invoice
enQuesta Support	3/1/2026	2/28/2026	\$ 103,189.50
Third Party Maintenance	3/1/2026	2/28/2026	\$ 18,371.60
Existing Water and Electric Bill Prints Modification (CQ-143)	3/1/2026	2/28/2026	\$ 442.40
AMI Integration (CS-27785)	3/1/2026	2/28/2026	\$ 2,648.01
Total 2026 Renewal			\$ 124,651.51

S&S Terms and Conditions:

1. This quote is valid for all current services as of March 1, 2026, through February 28, 2027, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement



SYSTEMS & SOFTWARE

between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.

3. Please provide an authorized signature indicating your acceptance of this quote for 2026 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Account Executive.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below: Customer/Organization: **Village of Freeport**.

Date: _____

Frank Prisciandaro, Village of Freeport

Date: _____

Adam Smith, EVP of Systems & Software

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

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 November 19, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 18, 2024:

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

WHEREAS, on January 8, 2024, the Board approved the service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$115,000.00; and

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

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

WHEREAS, the total cost for the period March 1, 2025 to February 28, 2026 is \$121,020.88; (this amount includes the cost for enQuesta support and 3rd Party Software Maintenance; the price for the support and maintenance in the new fiscal year is \$118,020.49, an increase of \$3,020.49 (a 2.6% increase); the additional cost of bill prints for Electric and Water and the AMI Integration maintenance module added in 2024 increased the price by \$3,000.39); and

WHEREAS, this expense will be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network]; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any and all documents necessary and proper to effectuate Annual Software Maintenance and Support Agreement with the service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2025 to February 28, 2026, for a total cost of \$121,020.88.

The Clerk polled the Board as follows:
Deputy Mayor Ellerbe

In Favor

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

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

cc:

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

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

TO: Robert T. Kennedy, Mayor

FROM: Alvin McDaniel, Village Comptroller

DATE: November 10, 2025

RE: Review and Approval of Contract Increase Request with Liberty Capital Services, LLC (Liberty) – Bond Services



Board approval is requested to review and approve contract increase request the following contract (from March 1, 2025 through February 28, 2025) from \$65,000.00 TO \$85,000.00. between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530:

Financial Services for Bonds – On October 18, 2010, the Board awarded the Bid for Financial Services for Bonds to Liberty. This contract has been renewed subsequently and extended to February 29, 2025. It is the recommendation of the Village Attorney that this contract be renewed and extended for an additional year under the same terms and conditions of the prior year's contract. According to the Village Attorney, under the terms of GML 103, this service does not require a bid.

Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding. The cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund.

During and well before my tenure with the Village, Liberty and its principal, David Tanner, have worked closely with the various departments, the Treasurer's Office, the Comptroller's Office, and Village Counsel to develop sound operating budgets for the Village. Mr. Tanner has always been available to answer questions or to assist with other financial matters. He possesses knowledge of the Village and in municipal finance and budget development and assessment.

If the above meets with your approval, please place this on the next available Board agenda for the review and approval of contract increase request of the Bond Services contract with Liberty, and for authorization for the Mayor to sign any documentation necessary to effectuate these agreements.

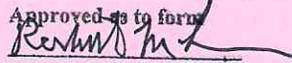
2

The total contract expenditures exceed the original amount by an estimated \$20,000.00 to \$85,000.00 (previously \$65,000.00) due to the following invoices:

Invoice 846 \$16,631.00

Thank you,

Alvin McDaniel
Village 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, on October 18, 2010 the Board of Trustees previously awarded a contract to Liberty Capital Services, LLC, for the provision of financial services with regard to bonds and we wish to renew Liberty's contract for an additional year under the same terms and conditions of the prior year's contract; and

WHEREAS, on June 16, 2025, the Board approved agreement between the Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, for a term of one year retroactive from March 1, 2025 through February 28, 2026, for the total contract cost of not to exceed \$65,000.00 with no change in the hourly rates; and

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

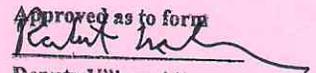
WHEREAS, the Village Comptroller is requesting Board approval to a contract increase between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, for a retroactive term from March 1, 2025 through February 28, 2025, for a total contract cost of \$85,000.00 (previously \$65,000.00); and

WHEREAS, the Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding; the cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate an a contract increase between the Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, for a term retroactive from March 1, 2025 through February 28, 2026, for a total contract cost of \$85,000.00.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	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: Alvin McDaniel, Village Comptroller June 17, 2025
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 16, 2025:

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

WHEREAS, on October 18, 2010 the Board of Trustees previously awarded a contract to Liberty Capital Services, LLC, for the provision of financial services with regard to bonds and we wish to renew Liberty's contract for an additional year under the same terms and conditions of the prior year's contract; and

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

WHEREAS, the Village Comptroller recommends that the contract be extended under the same terms and conditions of the prior year's contract for an additional year retroactive from March 1, 2025 through February 28, 2026, with no increase in fees, at the same fee schedule listed below; and

FEE SCHEDULE

DEBT ISSUANCE

Bonds - (other than Refunding Bonds)

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
0	4,000,000	12,000
4,000,000	7,500,000	14,000
7,500,000	10,000,000	16,000
10,000,000	27,500,000	18,000

Notes

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
\$0	1,000,000	2,500

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

1,000,000	4,000,000	7,000
4,000,000	7,500,000	8,500
7,500,000	10,000,000	9,500
10,000,000		11,500

CONTINUING DISCLOSURE

Annual Filings	5,000
Material Event (as required)	600

OTHER SERVICES

\$140 per hour

WHEREAS, the total contract cost is not to exceed \$65,000 with no change in the hourly rates; and

WHEREAS, the Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding; the cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board hereby approves, and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, for a term of one year retroactive from March 1, 2025 through February 28, 2026, for the total contract cost of not to exceed \$65,000 with no change in the hourly rates.

The Clerk polled the Board as follows:

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

cc:

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

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

X Attorney
X Bldg. Dept.
 Board & Comm.
X Claims Examiner
X Comptroller
X Court

X File
X Personnel
X Police Dept.
X Publicity
X Public Works
X Purchasing

X Treasurer
X Dep. Treasurer
X Dep. V. Clerk
 OTHER

FINANCIAL ADVISORY SERVICES AGREEMENT
(the "Agreement")

The Agreement has been entered into this 1st day of March, 2025 by and between the Incorporated Village of Freeport ("VILLAGE") and Liberty Capital Services, LLC. ("LIBERTY").

LIBERTY will provide the following services:

DEBT ISSUANCE SERVICES

1. Upon request assist the VILLAGE with its presentation to VILLAGE residents regarding the debt issue.
2. Attend, as needed, meetings of the VILLAGE Board, to formulate and discuss the services called for by the Agreement.
3. Upon the VILLAGE's request, assist in the selection of other service providers necessary for the subject financing, including but not limited to bond counsel, rating agencies and/or bond insurers, as may be appropriate.
4. Advise the VILLAGE as to estimated borrowing rates and prepare a plan of financing which will include an analysis of conventional funding alternatives available to the VILLAGE.
5. Prepare or assist in the preparation of financing documents as necessary to elicit competitive offerings for the VILLAGE's debt issue. Depending on the type of financing sought, documents may include: bid sheet, term sheet, official statement, notice of sale, request for credit rating, and request for municipal bond insurance.
6. Assist the VILLAGE with its credit rating agency presentation.
7. Arrange for the publication of the Notice of Sale in the Bond Buyer, as required.
8. Assist the VILLAGE with the filing of debt statements, as required.
9. Assist the VILLAGE in the selection of debt offerings and confirm net interest cost calculations.
10. Participate in and attend the sale of debt, as required.
11. Prepare and distribute closing letter with instructions concerning the transfer of funds and delivery of securities.
12. At no additional cost and not as a component of our Base Fee, upon request, provide post sale assistance to the VILLAGE regarding advisability of refunding of VILLAGE debt.

CONTINUING DISCLOSURE SERVICES

1. Prepare annual financial and operating information document.
2. File annual continuing disclosure documents on behalf of the Village as required, including Village's unaudited financial statements, audited financial statements and annual financial and operating information document.
3. Prepare and file notices of material events, upon notification from the Village.

OTHER SERVICES (To be provided in connection with the sale of each debt issue)

1. Capital planning
2. In-Depth rating agency presentations, as may be required
3. Debt Planning
4. Other debt issuance related projects as they become known and mutually agreed upon in writing

LIBERTY will be compensated for the above services as follows:

Per Fee Schedule (see "EXHIBIT A", herein.)

Reimbursable Expenses - Normal "out of pocket" expenses will be paid on a "pass thru" basis. Common expenses include but are not limited to: overnight delivery, travel, printing, and data retrievable expenses.

Payment of compensation is due within 30 days of receipt of our invoice.

Whereas the VILLAGE intends to fund LIBERTY'S compensation for the provision its Debt Issuance Services and Other Services from VILLAGE debt sale proceeds, compensation for such services shall be invoiced upon the sale of each debt issue.

Disclosure of Information: (See also "EXHIBIT B" and "EXHIBIT C", herein.)

The VILLAGE agrees to provide LIBERTY with VILLAGE financial, economic, operational and general information upon request. The VILLAGE represents that the information it provides to LIBERTY is accurate, factual and not misleading. VILLAGE further agrees to not intentionally omit any material information relevant to the provision of services to be provided herein. LIBERTY does not assume the responsibilities of the VILLAGE, or the responsibilities of other professionals and/or vendors representing the VILLAGE. The VILLAGE further agrees to provide LIBERTY with historical VILLAGE financial data in an acceptable electronic format such as MS Excel or some other mutually compatible electronic format, as requested, so as to minimize the manual entry of financial data required for financial work covered under the Agreement. Information obtained by LIBERTY through its own efforts on behalf of the VILLAGE while believed to be accurate is not guaranteed.

Covenant to Update Disclosure Information

LIBERTY further covenants and agrees to provide the VILLAGE disclosures of conflicts of interest and certain legal or disciplinary events of the type described in "Exhibit B" and "Exhibit C," herein and required by the Municipal Securities Rulemaking Board Rule G-42 (the "Disclosures") to the extent any arise after the date of the Agreement. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into the Agreement to the same extent as if set forth herein.

VILLAGE acknowledges that it has received those disclosures set forth in "Exhibit A" and "Exhibit B" of the Agreement and further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with LIBERTY and that it fully appreciates the nature of these conflicts and corresponding disclosures. VILLAGE hereby waives such conflicts.

Term of the Agreement

The Agreement remains in effect until February 28, 2026 or upon 60-day written notice by either the VILLAGE or LIBERTY.

Other Terms:

The Agreement represents the entire agreement of both parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

Each party represents and warrants that the Agreement: (1) has been duly authorized and executed by it, (2) constitutes its valid and binding agreement and (3) any governmental approvals necessary for the performance of services under the Agreement have been obtained.

The VILLAGE recognizes that during the provision of services, LIBERTY will be utilizing means, methods, techniques, procedures and schedules which LIBERTY considers proprietary. Other than to VILLAGE employees and/or officials, the VILLAGE agrees not to share, distribute or communicate such information, or utilize such information for tasks other than those contemplated under the Agreement, without the written consent of LIBERTY. Upon sharing, distributing or communicating such information with VILLAGE employees and/or officials, the VILLAGE further agrees to instruct its employees and/or officials about such Agreement requirement. The requirements outlined in this clause will terminate two years after the termination date of the Agreement.

VILLAGE agrees to notify LIBERTY within five business days of the occurrence of any event, under which the terms of the VILLAGE'S disclosure undertaking commitment(s), requires disclosure. Such items include but are not limited to: (i) principal and interest payment delinquencies; (ii) nonpayment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit

enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (vii) modifications to rights of Bondholders, if material; (viii) Bond calls, if material, and tender offers; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Bonds, if material; (xi) rating changes; (xii) bankruptcy, insolvency, receivership or similar event of the Issuer; [note to clause (xii): For the purposes of the event identified in clause (xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer]; (xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material; (xv) appointment of a successor or additional trustee or the change of name of a trustee, if material; (xvi) incurrence or agreement to a financial obligation, if material; (xvi) incurrence or agreement to a financial obligation reflecting financial difficulties and (xvii) late or failure to file filings.

VILLAGE continuing disclosure documents such as unaudited financial statements, annual budget, and audited financial statements, shall be provided to LIBERTY in the required "word searchable .pdf" electronic file format.

VILLAGE shall disseminate to LIBERTY no later than seven business days prior to their required filing date, any and all documents required to be filed, with the exception of event notices as described above and such documents to be prepared by LIBERTY under the Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this or any prior or other current agreement between or among the parties, the total liability, in the aggregate of LIBERTY and LIBERTY'S officers, directors, partners, employees, agents and sub-consultants, and any of them to the VILLAGE and anyone claiming by or through the VILLAGE, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims or expenses resulting from or in any way related to this or any prior or other current agreement between or among the parties from any and all cause or causes shall not exceed the total compensation received by LIBERTY under the Agreement during the most recent calendar year, or the total amount of \$10,000, whichever is lesser. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law. To the extent the terms of any prior or other current agreement vary from the terms of this paragraph, this paragraph shall control and the prior or other current agreement is and shall be superseded.

VILLAGE agrees that the debt issued under this agreement shall be issued at its sole determination and that prior to such determination, VILLAGE has conducted a suitability review, which includes but is not limited to the affordability of debt being issued.

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of the Agreement shall remain in full force and effect.

Services not to be provided by LIBERTY include but are not limited to:

- Bond counsel services
- Rating agency services
- Other legal services
- Engineering – Architectural Services
- Property assessment services
- Auditing services
- IRS tax advice or planning
- Post debt issuance compliance
- Investment advice

At the request of the VILLAGE, LIBERTY can provide the following additional services as mutually agreed upon in writing:

- Multi-year financial planning
- Detailed analyses of tax rolls
- Debt capacity/Credit analysis
- In-Depth financial, operating or economic analyses

Amendments and Supplements:

LIBERTY agrees to promptly amend or supplement the Agreement to reflect any material changes or additions to the Agreement evidenced by the Agreement.

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the day and year first set forth on the first page hereof:

LIBERTY CAPITAL SERVICES, LLC

By: David E. Tanner
David E. Tanner, as Principal/Member

INC. VILLAGE OF FREEPORT 6/17/25

By: [Signature]

Title: Mayor

[Signature]
Approved as to form
Village Attorney
6/14/2025

EXHIBIT A

FEE SCHEDULE

DEBT ISSUANCE

Bonds - (other than Refunding Bonds)

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
\$0	\$4,000,000	\$12,000
4,000,000	7,500,000	14,000
7,500,000	10,000,000	16,000
10,000,000	27,500,000	18,000

Notes

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
\$0	\$1,000,000	\$2,500
1,000,000	4,000,000	7,000
4,000,000	7,500,000	8,500
7,500,000	10,000,000	9,500
10,000,000		11,500

CONTINUING DISCLOSURE

Annual Filings	5,000
Material Event (as required)	600

OTHER SERVICES

\$140 per hour

EXHIBIT B

REQUIRED DISCLOSURES

As a registered Municipal Financial Advisor, LIBERTY is required to provide you with the following:

- (1) LIBERTY is a registered municipal advisor with both the SEC and the MSRB. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.
- (2) As part of its SEC registration LIBERTY is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving LIBERTY. Pursuant to MSRB Rule G-42, LIBERTY is required to disclose any legal or disciplinary event that is material to your evaluation of LIBERTY or the integrity of its management or advisory personnel. We have determined that no such event exists.
- (3) The website address, at which you can view LIBERTY'S initial company filing, initial personal advisor filing, annual update filings and any other relevant miscellaneous filings with the U.S. Securities and Exchange Commission is currently: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. You can search for either our company name, which is Liberty Capital Services, LLC or CIK number, which is 0001612225.
- (4) A statement regarding contractual conflicts of interest and whether or not a conflict of interest exists with LIBERTY'S provision of municipal financial advisory services to the VILLAGE. LIBERTY'S statement follows: *Other than as described in "EXHIBIT C", LIBERTY does not believe after reasonable inquiry that there are any material conflicts of interest with LIBERTY'S provision of services to the VILLAGE. Should a conflict or potential conflict of interest become known to LIBERTY, LIBERTY will notify the VILLAGE of such in a timely manner.*

EXHIBIT C

DISCLOSURE OF CONFLICTS OF INTEREST ASSOCIATED WITH VARIOUS FORMS OF COMPENSATION

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of you as our client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for LIBERTY to recommend one course of action over another if it is more beneficial to LIBERTY to do so. This Exhibit discusses various forms of compensation and the timing of payments to the advisor.

We manage and mitigate the following conflicts primarily by adherence to the fiduciary duty which we owe to municipal entities which require us to put your interests ahead of our own. Additionally, we will mitigate this conflict by giving due consideration to non-financing alternatives as well as clearly superior alternate funding options even if they reduce our fee.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

Liberty Capital Services, LLC
 1205 Franklin Avenue (Suite 335)
 Garden City, NY 11530

Invoice

Date	Invoice #
2/28/2025	846

Bill To
Ms. Megan Martinez Village of Freeport 46 North Ocean Ave. Freeport, NY 11520

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Note Sales \$1,712,625 BANS 2025A	7,000.00	7,000.00
	Note Sales \$485,000 BANS 2025B (Federally Taxable)	2,500.00	2,500.00
40.75	Consulting Services - Capita Planning 11/26/24 through 2/28/25	140.00	5,705.00
	Reimbursable Expenses- data retrieval expenses	226.00	226.00
	Continuing Disclosure- Prepare and file Late Notice - FY 2024 Unaudited-Audited Financial Statements (9 mos deadline in November 2024)	600.00	600.00
	Continuing Disclosure - Prepare and File Late Notice - FY 2024 Audited Financial Statements (annual deadline in February 2025)	600.00	600.00
	We encourage you to contact us, if for some reason you believe there is an error in this invoice or have any other billing question.		

Thank you for the opportunity to be of service to you.	Total	\$16,631.00
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2025 A-B BANS

Nov 26, 2024	2.50	Work on capital plan	350.00
Nov 27, 2024	2.50	Work on capital plan	350.00
Dec 10, 2024	2.00	Work on capital plan	280.00
Dec 10, 2024	2.00	Work on capital plan	280.00
Dec 13, 2024	1.50	Work on capital plan	210.00
Dec 16, 2024	2.00	Work on capital plan	280.00
Dec 19, 2024	0.25	Work on capital plan	35.00
Jan 6, 2025	1.00	Work on capital plan	140.00
Jan 7, 2025	1.00	Work on capital plan	140.00
Jan 8, 2025	3.00	Update debt plan based on new equip items and work on capital plan	420.00
Jan 9, 2025	6.00	Work on capital plan	840.00
Jan 10, 2025	1.50	Work on capital plan	210.00
Jan 13, 2025	5.50	Work on capital plan	770.00
Jan 14, 2025	0.50	Work on capital plan	70.00
Jan 15, 2025	1.50	Work on capital plan	210.00
Jan 28, 2025	1.00	Work on capital plan	140.00
Feb 11, 2025	1.75	Update debt profile based on 2025A and B BAN issuance	245.00
Feb 18, 2025	0.25	Work on capital plan	35.00
Feb 20, 2025	2.50	Work on capital plan	350.00
Feb 21, 2025	0.25	Review Debt Plan	35.00
Feb 25, 2025	0.25	Work on capital plan	35.00
Feb 26, 2025	0.50	Work on capital plan	70.00
Feb 27, 2025	1.50	Work on capital plan	210.00
	40.75		5,705.00

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

TO: Robert T. Kennedy, Mayor
FROM: Alvin McDaniel, Village Comptroller
DATE: November 10, 2025
RE: Request for Proposals – Annual Financial Report Submission Assistance to the
NYS State Comptrollers Web Site

Every year, the Village's financial statements are required to undergo an independent audit in order to render an opinion on the statements' presentation of the Village's financial position. In addition, in New York State, the Annual Financial Report (AFR) is a legal requirement (based on the General Municipal Law, specifically **Article 3, Section 31**) for all local governments, including cities, towns, villages, and fire districts. This report, submitted annually to the Office of the State Comptroller (OSC), details financial information such as revenues, expenditures, debt, and fund balances

Since 2023, the Board has awarded the contract to BST & Co CPAs. However, the contract expires on February 28, 2024 and under General Municipal Law and at the recommendation of the New York State Comptroller, a Request for Proposals should be completed.

The service will include:

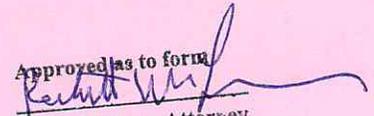
- Sharing with the Village Comptroller the preparer role in the NYS Comptroller's Office Annual Financial Report Portal
- Assist in the successful submission of Financial Data by the July 1 deadline
- Assist in the successful submission of Final Audited Financial Statements and Final Financial Data Adjustments to align with the statements when they become available
- Time incurred to resolve any inquiries by OSC as part of the review of the filed AFR

The Village Comptroller will be the final submitter for certification by Village Treasurer.

If this meets your approval, please place on the next available Board agenda the authorization for the Village Comptroller to advertise a Request for Proposals for Annual Financial Report Submission Assistance to the NYS State Comptrollers Web Site in the Freeport Herald on November 20, 2025, with a return date of January 2, 2026.

Thank you,


Alvin McDaniel
Village Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village Comptroller is requesting the Board to authorize the Village Clerk to advertise a Request for Proposals for the “Annual Financial Report Submission Assistance”; and

WHEREAS, every year, the Village’s financial statements are required to undergo an independent audit in order to render an opinion on the statements’ presentation of the Village’s financial position; and

WHEREAS, in addition, in New York State, the Annual Financial Report (AFR) is a legal requirement (based on the General Municipal Law, specifically Article 3, Section 31) for all local governments, including cities, towns, villages, and fire districts; and

WHEREAS, this report, submitted annually to the Office of the State Comptroller (OSC), details financial information such as revenues, expenditures, debt, and fund balances; and

WHEREAS, the service will include:

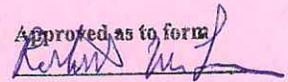
- Sharing with the Village Comptroller the preparer role in the NYS Comptroller’s Office Annual Financial Report Portal
- Assist in the successful submission of Financial Data by the July 1 deadline
- Assist in the successful submission of Final Audited Financial Statements and Final Financial Data Adjustments to align with the statements when they become available
- Time incurred to resolve any inquiries by OSC as part of the review of the filed AFR; and

WHEREAS, the Village Comptroller will be the final submitter for certification by Village Treasurer; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board approves, and the Village Clerk is hereby authorized to advertise a Request for Proposals for “Annual Financial Report Submission Assistance” in the Freeport Herald and other relevant publications of general circulation on November 20, 2025, with specifications available from December 1, 2025 to January 2, 2026, with a return date of January 2, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Anthony Dalessio, Village Comptroller February 7, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on March 8, 2021, the Board awarded a Request for Proposals for Independent Auditing Services to BST & Co. CPAs, LLP, 26 Computer Drive West, Albany, NY 12205 for a term running from March 1, 2021 through February 28, 2022 with an option to renew the contract for two additional one year terms; and

WHEREAS, the Village exercised the first renewal on July 11, 2022, for a term running retroactive to March 1, 2022 through February 28, 2023; and

WHEREAS, the Village Comptroller, is requesting the Mayor and the Board renew the contract for a term running from March 1, 2023 and running through February 29, 2024, exercising the final renewal option; and

WHEREAS, the contract is to provide independent auditing services of all the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 28, 2023; and

WHEREAS, the contract amount is not to exceed in the amount of \$56,000.00 for the term March 1, 2023 through February 29, 2024, which is no increase in price from the prior year; and

WHEREAS, additionally, the Comptroller has requested that BST prepare and file the Village's Annual Update Document (AUD) with the New York State Office of the State Comptroller, at a cost not to exceed \$3,500; and

WHEREAS, the Village is required to adopt the provisions of GASB Statement No. 87, Leases, and the costs of compliance with this standard (if required) will be accounted for and billed separately, with costs to be approved by the Board at a later date; and

WHEREAS, these expenses have been budgeted for in A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the

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

Village Comptroller, the Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve the contract renewal of BST & Co. CPAs, LLP, 26 Computer Drive West, Albany, New York, in the amount of \$56,000.00 for the term March 1, 2023 through February 29, 2024; exercising the final renewal option; and

BE IT FURTHER RESOLVED, that the Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve engagement of BST & Co. CPAs, LLP to prepare and file the AUD with the OSC at a cost not to exceed \$3,500; and

BE IT FURTHER RESOLVED, that should the Village require engagement of BST & Co. CPAs, LLP to assist with compliance with adoption of GASB Statement No. 87, Leases, those fees will be approved by the Board at a later date.

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:

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

REQUEST FOR PROPOSALS

ANNUAL FINANCIAL REPORT SUBMISSION ASSISTANCE

FOR

THE INCORPORATED VILLAGE OF FREEPORT

NASSAU COUNTY, NEW YORK

The Incorporated Village of Freeport is hereby requesting proposals from qualified firms of Certified Public Accountants (CPAs) to assist in the submission of the Annual Financial Report for the Village of Freeport.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from **9:00 a.m. on Monday, December 1, 2025 until 4:00 p.m. Friday, January 2, 2026.**

Completed proposals are to be delivered to Mrs. Taylor D’Orta, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. **All proposals must be received by 4:00 p.m. Friday, January 2, 2026.**

The Board reserves the right to reject any or all proposals received. In submitting a proposal, Vendors agree not to withdraw their proposal within forty-five (45) days after the date required to submit.

The Incorporated Village of Freeport is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

Taylor D’Orta
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 13, 2025