

AGENDA BOARD OF TRUSTEES' MEETING January 13, 2026

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from December 29, 2025.

2. BUILDING DEPARTMENT – Sergio A. Mauras

- a) Request approval to renew the software with OpenGov Inc., P.O. Box 41340, San Jose, California 95160, from January 1, 2026 through February 28, 2026 in the amount of \$8,913.61 and from March 1, 2026 through February 28, 2027 in the amount of \$56,155.84.

3. ELECTRIC DEPARTMENT – Eric Rosmarin

- a) Request to advertise a request for proposals #26-03-ELEC-768 “Furnishing of Three Phase Padmounted Transformers” in the Freeport Herald and other relevant publications of general circulation on January 15, 2026, with a return date of March 6, 2026.
- b) Request approval to renew the consulting agreement with Whitfield Russell Associates, 4232 King Street, Alexandria, Virginia 22302, for bulk power market transactions, transmission planning and electric utility planning operation for the New York Association of Public Power (NYAPP), from March 1, 2026 through February 28, 2027, not to exceed \$18,000.
- c) Request to extend the agreement with Industrial Cooling, Inc., 83 Hampton Place, Freeport, New York 11520 for maintenance of the LM6000 gas turbine, from March 1, 2026 through February 28, 2027, not to exceed \$7,269, an increase of 3%.
- d) Request retroactive approval of the emergency hydro-testing and refilling of the LM6000 fire suppression system by Gebhardt, Inc., 140 East Second Street, Mineola, New York 11501, in the amount of \$26,000.
- e) Request retroactive approval for Amendment 1 to the service agreement for Non-Core Transportation Service for Electric Generation with KeySpan Gas East Corp., d/b/a/National Grid, 25 Hub Drive, Melville, New York 11747, for the transportation of natural gas for Power Plant 2, from January 1, 2026 through August 31, 2029

4. POLICE DEPARTMENT – Michael J. Smith

- a) Request retroactive approval for the purchase of surveillance cameras from A+ Technology & Security, 1490 N. Clinton Avenue, Bayshore, New York 11706, in the amount of \$67,273.47, reimbursed through the Byrne Discretionary Community Projects Grants.

5. VILLAGE ATTORNEY – Howard E. Colton

- a) Request to amend the Vehicle and Traffic Regulations as follows:

Sec. 41. Parking prohibited at all times unless otherwise designated.

No person shall park a vehicle within the designated areas in the following streets at any time, or at the times otherwise indicated:

ADD:

Hampton Place, north side, beginning at a point 662 feet west of the westerly curblineline of West End Avenue and continuing west to the westerly terminus.

- b) Request approval to enter into an “as is” transfer/sale contract from the Village of Freeport to Freeport Electric Utility through the Freeport LDC, for the property known as and by Section 54, Block 073, Lot 126 and part of Section 54, Block 073, Lot 50, a/k/a 220 W. Sunrise Highway (excluding Hose Co. #4) in the amount of \$5,800,000.

6. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request to close out the \$3,605,000 bond for the “Construction of Various Road Improvements Including Drainage and Grading” and transfer the remaining debt proceeds and interest earned to the Debt Service account and Water Fund reserve for Debt Service.

7. WATER & SEWER – Robert R. Fisenne

- a) Request to advertise a notice to bidders for “2026 Annual Well Maintenance Contract” in the Freeport Herald and other relevant publications of general circulation on January 15, 2026, with a return date of February 3, 2026.

COMMENTS PERMITTED ON AGENDA ITEMS

5:30 P.M. Public Hearings

1. To consider the proposed 2026/2027 Village Budget.
2. To consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2026/2027, for a fee of \$151,000.

VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert Kennedy, Superintendent of Buildings

From: Sergio Mauras, Superintendent of Buildings

Date: December 23, 2025

RE: Request Annual Renewal of Open Gov

I am respectfully requesting the annual renewal of Open Gov software in the amount of \$8,913.61 for the month of January and February of 2026 and the amount of \$56,155.84 for the period starting March 1, 2026 thru February 28, 2027. This will be paid out of the 2026 operating budget. OpenGov Software provided by OpenGov Inc, PO Box 41340 San Jose CA 95160.

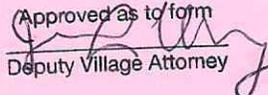
Our new software allows for our residents and businesses to file for their required permits electronically from the comfort of their homes and business locations, and greatly helps streamline workflows and inspections.

To be funded from account A362004-542800 Service Contracts.

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 renewal of the OpenGov software subscription; and

WHEREAS, the OpenGov software, provided by OpenGov Inc, PO Box 41340 San Jose CA 95160, 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; and

WHEREAS, the subscription renewal amount for January and February of 2026 is \$8,913.61; and

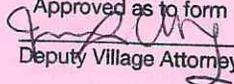
WHEREAS, the subscription cost for the annual period from March 1, 2026 through February 28, 2027 is \$56,155.84, for a total amount of \$65,069.45; and

WHEREAS, the subscription will be funded from account A362004-542800 Service Contracts; 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 documentation necessary to effectuate the renewal of OpenGov software subscription provided by OpenGov Inc, PO Box 41340 San Jose CA 95160, for a total amount not to exceed \$65,069.45 for the period January 1, 2026 through February 28, 2027.

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.
 660 3rd Street, Suite 100
 San Francisco, CA 94107
 United States

Order Form Number: Q-12839
Created On: 12/01/2025
Order Form Expiration: 12/31/2025
Subscription Start Date: 01/01/2026
Subscription End Date: 02/28/2027

Prepared By: Julianna Trost
Email: jtrost@opengov.com
Contract Term: 14 Months

Customer Information:

Customer: Village of Freeport, NY
Bill To/Ship To: 46 N Ocean Ave
 Freeport, New York
 11520-3023
 United States

Contact Name: Sergio Mauras
Email: smauras@freeportny.gov
Phone: 5163772284

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Accounting & Finance Export	01/01/2026	02/28/2026	\$321.40
Autofill Interface	01/01/2026	02/28/2026	\$160.70
Citizen Services - 4 Service Areas	01/01/2026	02/28/2026	\$7,490.25
Esri ArcGIS Integration	01/01/2026	02/28/2026	\$160.70
MAT / Assessor System & Flags	01/01/2026	02/28/2026	\$459.15
Tax Delinquency Import	01/01/2026	02/28/2026	\$321.41
Accounting & Finance Export	03/01/2026	02/28/2027	\$2,024.84

Autofill Interface	03/01/2026	02/28/2027	\$1,012.43
Citizen Services - 4 Service Areas	03/01/2026	02/28/2027	\$47,188.65
Esri ArcGIS Integration	03/01/2026	02/28/2027	\$1,012.43
MAT / Assessor System & Flags	03/01/2026	02/28/2027	\$2,892.64
Tax Delinquency Import	03/01/2026	02/28/2027	\$2,024.85

Customer Billing/Service Periods:

Period:	Total:
01/01/2026	\$8,913.61
03/01/2026	\$56,155.84

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

Village of Freeport, NY:

OpenGov, Inc.

Signature:



Signature:

Name:

Sergio Mauras

Name:

Title:

Superintendent of Buildings

Title:

Date:

12/22/2025

Date:



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: braden@opengov.com
Contract Term: 33 Months

Customer Information		Contact Name: Frank Prisciandro	
Customer:	Village of Freeport, NY	Email:	fprisciandro@freeportny.gov
Bill To/Ship To:	46 North Ocean Avenue Freeport, New York United States	Phone:	(516) 377-2498

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, Erii 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, Erii 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, Erii 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:

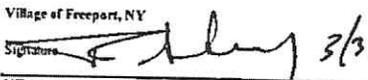
Product / Service	Start Date	Annual Fee
Professional Services Deployment - Payment	4/1/2023	\$20,800.00
Professional Services Deployment - Payment	7/1/2023	\$20,800.00
Professional Services Deployment - Payment	10/1/2023	\$17,830.00
Professional Services Total:		\$59,430.00

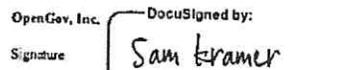
Billing Table:

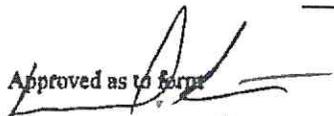
Billing Date	Amount Due	
April 1, 2023	\$46,788.00	(Prorated Annual Software Fee \$25,988.00 + Professional Services Payment 1 \$20,800.00)
July 1, 2023	\$20,800.00	(Professional Services Payment 2)
October 1, 2023	\$17,830.00	(Professional Services Payment 3)
January 1, 2024	\$48,510.00	
January 1,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

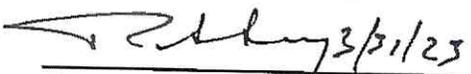
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OPENGOV SOFTWARE SERVICES AGREEMENT

Signatures

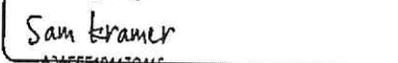
Customer: Village of Freeport, NY _____

OPENGOV, INC.

Signature:  3/31/23

DocuSigned by:

Name: Robert T. Kennedy

Signature: 

Title: Mayor

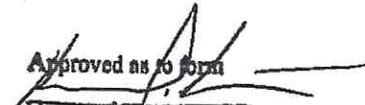
Name: Sam Kramer

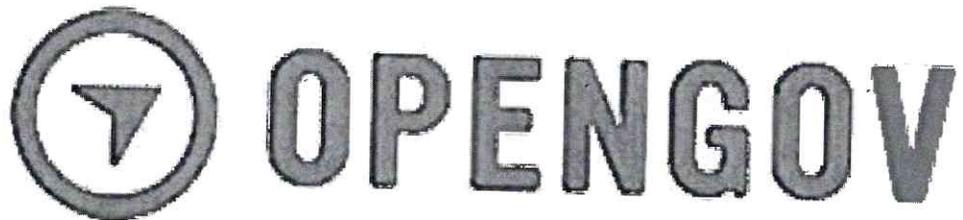
Date: 3/31/2023

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						
<small>*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.</small>							

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 	
--	--	--

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 Administrators to: <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: January 2, 2026
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Request to Advertise – RFP #26-03-ELEC-768
Furnishing of Three Phase Padmounted Transformers

Attached please find specifications for Three Phase Padmounted Transformers. These transformers are used to maintain the Village's distribution system. The specifications cover a period of two (2) years with an option for a third year. The estimated quantity of eighteen (18) units over a two or three-year period will allow the Utility to order only the necessary units needed. Therefore, we will not have to store a large inventory of these transformers. Also, the delivery time will be significantly lowered.

I request authorization to advertise a Request for Proposals on January 15, 2026 in the Freeport Herald and other relevant publications. Specifications would be available from January 20, 2026 to March 6, 2026. The proposals would have a returnable date of March 6, 2026. Attached is a copy of the Request for Proposals for your review.

The cost of the transformers will be charged to Account #E 123000 (Inventory). There are sufficient funds available for this expense.

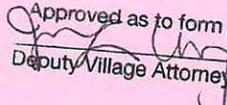
**Nicholas
Nugent**

Digitally signed by Nicholas Nugent
DN: cn=Nicholas Nugent, o=Freeport
Electric, ou=Engineering,
email=Nnugent@freeportelectric.com
, c=US
Date: 2026.01.02 11:22:14 -05'00'

Nicholas Nugent For Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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 _____, who moved that the following resolution be adopted, to wit:

WHEREAS, the Village of Freeport requires the services of a company able to provide Three Phase Padmounted Transformers on an as needed basis; and

WHEREAS, General Municipal Law §103 and the Village's procurement policy require that the procurement of this equipment be done through competitive bidding; and

WHEREAS, the cost of these transformers will be charged to Account #E 123000 (Inventory) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Board hereby grant authorization for the Village Clerk to publish a Notice of Request for Proposals for the "Furnishing of Three Phase Padmounted Transformers", RFP #26-03-ELEC-768, in the Freeport Herald and other related publications on January 15, 2026, with specifications available from January 20, 2026 to March 6, 2026, with a return date of March 6, 2026.

The Clerk polled the Board as follows:

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

[Signature]
Approved as to form
Deputy Village Attorney

**NOTICE OF
REQUEST FOR PROPOSALS**

**THREE PHASE PADMOUNTED TRANSFORMERS
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York, will receive sealed proposals for the "Furnishing of Three Phase Padmounted Transformers" until 4:00 P.M. on Friday, March 6, 2026. Completed proposals are to be delivered to Ms. Taylor D'Orta, Buyer, Inc. Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village's Website at www.freeportny.gov. Copies of the Request for Proposals will be available from 9:00 A.M. on Tuesday, January 20, 2026, until 4:00 P.M. on Friday, March 6, 2026.

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

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

Taylor D'Orta, Buyer
Purchasing Department
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 15, 2026

VILLAGE OF FREEPORT

Nassau County, New York



CONTRACT AND SPECIFICATIONS FOR THREE PHASE PADMOUNTED TRANSFORMERS

RFP #26-03-ELEC-768

MAYOR

Robert T. Kennedy

TRUSTEES

Jorge A. Martinez Christopher L. Squeri
Evette B. Sanchez Jacques V. Butler

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



Eric Rosmarin, Superintendent
Incorporated Village of Freeport

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**NOTICE OF
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Taylor D'Orta, Buyer
Purchasing Department
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 15, 2026

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project:
"Furnishing of Three Phase Padmounted Transformers"

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from 9:00 A.M. on Tuesday, January 20, 2026, until 4:00 P.M. on Friday, March 6, 2026.

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

3. FEE

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

4. FORM

Each proposal shall be made on the "Proposal Form" attached hereto and shall remain attached hereto as one of the proposal documents and shall be submitted in a sealed envelope clearly marked "Furnishing of Three Phase Padmounted Transformers", together with the name of the Candidate.

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

5. DELIVERY OF PROPOSALS

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

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

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

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

6. **TAXES**

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

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

7. **SECURITY**

Not required.

8. **QUALIFICATIONS OF CANDIDATES**

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

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

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

9. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the

Superintendent of Electric Utilities a written request for an interpretation thereof.

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

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

10. **ADDENDUM**

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

11. **MODIFICATIONS**

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

12. **CORRECTIONS**

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

13. **WITHDRAWAL**

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

14. **SUBLETTING OR ASSIGNING THE CONTRACT**

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

15. **MULTIPLE PROPOSALS**

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

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

16. **AGREEMENT**

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

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

17. **GUARANTEE**

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

18. **RIGHT TO REJECT PROPOSALS**

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

19. **EXECUTION**

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

SPECIFICATION
FOR
THREE PHASE PADMOUNTED TRANSFORMERS

INC. VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
(Freeport Electric)

Revised 12/2025

Title: Specification for Three Phase, Padmounted Transformers, Class OA.

Application: These transformers are intended for use as distribution transformers on pads in Freeport Electric's (FE) distribution system.

Specification

1 General

- 1.1 This specification covers the requirements for new, three-phase, 60 HZ, self-cooled, liquid-immersed, pad mounted, compartmental-type distribution transformers rated 1500 kVA and smaller, suitable for use on a 13.8kV GndY/7.97kV distribution system. Transformers shall be loop-feed type.
- 1.2 The transformers furnished under these specifications must be designed, fabricated and tested in accordance with all the applicable requirements of the following ANSI/IEEE Standards or the active superseding edition of the Standard:
- ANSI/IEEE C57.12.00-2021 – General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 - ANSI/IEEE C57.12.28-2023 – Standard for Pad-Mounted Equipment - Enclosure Integrity
 - ANSI/IEEE C57.12.34-2022– Standard Requirements for Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 10 MVA And Smaller; High-Voltage, 34.5 KV Nominal System Voltage and Below; Low-Voltage, 15 KV Nominal System Voltage and Below
 - ANSI/IEEE C57.12.70-2020 – American National Standard for Terminal Markings and Connections for Distribution and Power Transformers.
 - ANSI/IEEE C57.12.90-2021 – Test Code for Liquid-Immersed Distribution, Power and Regulating Transformers and Guide for Short-Circuit Testing of Distribution and Power Transformers.
 - ANSI/IEEE C57.12.26 -1992 Standard for Pad Mounted three-Phase Distribution Transformers for use with Separable Insulated High Voltage Connectors

- 1.3 Transformers must meet or exceed latest Department of Energy (DOE) efficiency standard 10 CFR Part 431 for distribution transformers dated 10-31-25.
- 1.4 The Proposer or manufacturer must have on his staff qualified service engineers to investigate and assist the purchaser in case of defects found under terms of the warranty.
- 1.5 The Proposer must warrantee that the transformers be of the kind and quality specified. If any failure to comply with the specifications appears within one (1) year from date of energizing of equipment, the Proposer must correct the defects at his own expense, by repair or replacement of the defective part or parts provided the equipment was used in a manner as standard practice.
- 1.6 The Proposer must protect transformers against damage in transit and shall be responsible for repair or replacement at his own expense for all damages until delivered FOB to Freeport Electric, Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.
- 1.7 The Proposer must pay all expenses to deliver equipment to the above address. Unloading at site will be done by purchaser.
- 1.8 **DELIVERY SHALL BE MADE TO THE VILLAGE ON AN OPEN FLAT BED TRAILER.**

2 Ratings

- 2.1 Voltage and kVA ratings shall comply with the requirements of IEEE C57.12.34.
- 2.2 The kVA ratings shall be 112.5, 150, 300, 500, 750, 1000, and 1500 kVA
- 2.3 Voltage ratings shall be as follows:
HV rating shall be HV BIL = 95 kV at 13,800 GndY/7,970.
LV rating shall be as specified in Appendix A and the Purchase Order. Standard Ratings are 480Y/277 V and 208Y/120
LV BIL = 30 kV.
- 2.4 For Transformers rated 750 kVA or over, a de-energized primary tap changer shall be supplied and located in the primary compartment. Two (2) 2 ½% taps above and below rated voltage shall be provided. The tap changer shall be clearly labeled to reflect that the transformer must be de-energized before operating the tap changer as required in latest ANSI C57.12.26. Taps shall only be provided on the higher voltage of Single Voltage primary units. The tap changer shall be a snap action, externally operated switch.

2.5 Transformers shall have a temperature rise of 65 degrees C.

3 **Bushings and Terminals**

- 3.1 Six primary bushings, wired in loop feed configuration, shall be provided. – Primary B.I.L. shall be 95 KV @ 13.8 KV. Transformers must be provided with FE approved Bushing Wells (6) and 15 KV fully rated load-break bushing inserts (Elastimold or equivalent acceptable to FE). Primary bushing wells must be externally removable. Welded wells are not acceptable.
- 3.2 Bushing Wells and inserts shall be constructed for load-break load-make operation (200 amperes at 80% p.f.) and be external venting type only.
- 3.3 Bushing Wells and inserts to be equipped with firmly attached plastic dust covers.
- 3.4 A ½" boss must be welded to the main tank below each primary bushing for attachment of primary conductor neutrals.
- 3.5 Mounting provisions for stand-off bushings and/or grounding bushings shall be welded to the main tank wall adjacent to each primary bushing.
- 3.6 High-voltage bushing wells and load break inserts shall be provided for connection to the distribution system through separable insulated high voltage connectors.
- 3.7 Transformers shall be supplied with four low-voltage spade terminals constructed per IEEE C57.12.34. Each spade shall be constructed with the number of terminal holes specified in Table 3.1 for the applicable kVA and secondary voltage rating. L.V. terminal shall have a minimum BIL rating of 30kV. Secondary bus supports shall be included and installed.
- 3.8 The secondary neutral of transformers shall not be internally grounded to the tank. The insulated neutral shall be separately brought out through a fully insulated bushing whose BIL is equal to the L.V. terminals. It shall be located to the immediate left and in line with these bushings. Transformers shall be provided with an external removable copper link of adequate size securely connecting the secondary neutral bushing terminal to a ground pad located near it.
- 3.9 A ground pad – horizontal type – must be mounted to 12" below the secondary bushings and centered in the secondary compartment. This ground pad shall have two (2) holes drilled - and tapped for ½" x 13 N.C. bolts.

- 3.10 All primary and secondary bushings shall be marked and conform to ANSI C57.12.26 and C57.12.70 and in accordance with FE Construction Standard CS-2265 (See Appendix C).

Table 3.1 Low-voltage terminal holes

kVA Rating	NEMA Spade
112kVA – 500kVA	6
750kVA and Over	8

4 Construction

- 4.1 The enclosure shall be a secured tamper-proof compartmental design constructed per IEEE C57.12.28.
- 4.2 The terminal compartment shall be constructed per IEEE C57.12.34.
- 4.3 Security of the cabinets shall include the use of penta-head bolts and padlocks.
- 4.4 Each compartment shall have a door that is constructed so that access to the high-voltage compartment is only possible after the door to the low-voltage compartment is opened.
- 4.5 The compartment doors shall each be provided with a three-point latching mechanism which consists of solid vault type latches top, middle, and bottom.
- 4.6 Transformer tanks must be of the welded, sealed type construction, except for primary bushing wells. The compartment must be welded or bolted to the main tank on top, bottom, and sides.
- 4.7 The high and low voltage compartments shall be separated by a metal barrier. Fiberglass, Benelex, or Micarta barriers (thickness not to be less than ¼") shall be installed extending the full height and depth of the side walls of the primary compartment.
- 4.8 Tank must be designed to withstand positive and negative 7 psig per IEEE C57.12.34
- 4.9 All hinges and pins shall be of corrosion-resistance material.
- 4.10 Three phase transformers in accordance with this specification are shown on FE drawing CS-2265 in Appendix C.
- 4.11 A stainless steel engraved nameplate with black lettering shall be furnished on the inside of the secondary compartment door or the tank of the transformer and permanently affixed. Nameplate shall conform to ANSI C57.12.00. The % impedance and weight of each transformer shall be embossed on the transformer nameplate, regardless of KVA rating.
- 4.12 Lifting provisions shall be provided per IEEE C57.12.34

5 **Overcurrent Protection**

- 5.1 Transformers must be equipped with primary Bay-O-Net type, oil-immersed, expulsion fuses. **Only** RTE/Cooper/Eaton Bay-O-Nets with 4000 series fuses and RTE/Cooper/Eaton series 300 isolation links are acceptable. Fuse elements provided shall be furnished for 13.8 KV operation in accordance with Table 5.1.
- 5.2 A warning shall be displayed adjacent to the bayonet fuse cautioning against removing or inserting fuses unless the transformer has been de-energized and the tank pressure has been released.
- 5.3 An oil drip shield shall be installed to prevent oil dripping on primary elbows and bushings during removal of fuse.

Table 5.1 Acceptable Fuse Part Numbers

<u>kVA</u>	<u>Primary Fuse</u>	<u>Isolation Link</u>
150	4000353C08	3001861A02
300	4000353C10	3001861A03
500	4000353C12	3001861A03
750	4000353C14	3001861A03
1000	4000353C14	3001861A03
1500	4000353C16	3001861A05

6 **Insulating Fluid**

- 6.1 Sufficient oil shall be supplied by the Proposer for complete filling of the power transformer and any oil- filled auxiliary equipment to the manufacturer's recommended normal operating level. The insulating fluid shall be free of environmental contaminants, moisture, and totally free of PCB's. It shall possess a dielectric strength suitable for the transformer design.
- 6.2 The insulating fluid for the transformer shall be Envirotemp® FR3™, or approved equivalent, compliant with IEC 60296:2020. The transformer nameplate shall state the dielectric fluid utilized.
- 6.3 Insulating oil shall be tested for quality, moisture content, dielectric strength and dissolved gas in accordance with the applicable standards of ASTM. Provide oil sample results prior to shipment of transformer.
- 6.4 Seller shall furnish technical direction, written procedures, and all necessary processing equipment for field filling of the transformers.

- 9.3 Price escalation may only be caused by a meaningful rise in the cost of raw materials or component parts required to manufacture the component. Which raw materials and component parts influence price escalation shall be identified in the submitted policy.

10 Evaluation

10.1 THE FOLLOWING DATA MUST BE SUPPLIED AT THE TIME OF PROPOSAL:

- a. Percent impedance at 85°C.
- b. Percent regulation at 100% and 85%.
- c. Percent average exciting current.
- d. Guaranteed losses -- No load -- Full load.
- e. Dimensions, height ("), depth ("), and width (").
- f. Net weight in pounds, including liquid.
- g. Weight of core and coil. (also included on nameplate)
- h. Core metal type.
- i. HV Winding metal.
- j. LV Winding metal
- k. Gallons of insulating liquid. (also included on nameplate)
- l. Distributor.
- m. Manufacturer.
- n. Manufacturing Plant Location.
- o. Number of weeks until first delivery

10.2 Exceptions to the specification must be itemized in Appendix B. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, in Appendix B, FE will assume supplier is providing full and 100% compliance to this specification.

10.3 Consideration of each manufacturer's transformer will be dependent upon meeting the specification and supplying, in full, the data requested.

10.4 Requests for approved equal components must be submitted with the proposal documents, any subsequent requests will be rejected.

10.5 Load and no-load loss measurements shall be performed at 85°C and 20°C, respectively according to the requirements of IEEE C57.12.00 and IEEE C57.12.90.

10.6 The cost of proposals will be evaluated using a "Total Cost of Ownership (TOC)" methodology. The following formula will be used:

$$\text{TOC} = (\text{A} \times \text{No-Load Losses}) + (\text{B} \times \text{Load Losses}) + \text{Proposal Price}$$

$$\text{A} (\$/\text{W}) = \text{Capitalized Cost of No-Load Losses} = \$5.469$$

B (\$/W) = Capitalized Cost of Load Losses = \$1.271

11 Award

- 11.1 The award will be made to the lowest responsible PROPOSER that provides the best value to the Village. Factors that will be considered in the evaluation of the proposal are the total cost of ownership; design, quality, reputation, and lead times. Each item listed in Appendix A may be awarded to one or more PROPOSER.

12 Term and Quantities

- 12.1 This specification covers the purchase of Three Phase Padmounted Transformers for a period of two (2) years with an option at the Village's discretion to extend the contract for up to one (1) additional year. Estimated order quantities over the two-year period are shown in Appendix A. Final order quantities will be given in the purchase order.

**FURNISHING OF THREE PHASE PADMOUNTED
TRANSFORMERS**

DATE: _____
NAME: _____
ADDRESS: _____

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

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

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

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

NOTES:

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

CANDIDATE:

CANDIDATE'S ADDRESS:

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

CANDIDATE'S TELEPHONE (DAY):

(NIGHT - EMERGENCY):

FAX NUMBER:

SIGNED BY:

TITLE:

DATE:

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

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____

NAME OF CANDIDATE:

BUSINESS ADDRESS OF CANDIDATE:

DATED: THE _____ DAY OF _____, _____

REFERENCES

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

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

PROPOSAL
Three Phase Padmounted Transformers

Name of Proposer: _____

Address: _____

City & State: _____

Telephone #: _____

Fax #: _____

Email: _____

(Print Name)	(Title)	(Telephone No.)
--------------	---------	-----------------

(Signature of Proposer)	(Date)
-------------------------	--------

Note:

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

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

PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT SUBMIT A PROPOSAL.

APPENDIX A – TRANSFORMERS

Item No.	KVA	Primary Voltage	Secondary Voltage	Quantity	No-Load (Core) Losses	Load (Winding) Losses	Unit price	Lead Time (Weeks)
1	150	13800GRDY/7970	208Y/120	2				
2	300	13800GRDY/7970	208Y/120	1				
3	500	13800GRDY/7970	208Y/120	1				
4	750	13800GRDY/7970	208Y/120	2				
5	1000	13800GRDY/7970	208Y/120	1				
6	150	13800GRDY/7970	480Y/277	3				
7	300	13800GRDY/7970	480Y/277	3				
8	500	13800GRDY/7970	480Y/277	1				
9	750	13800GRDY/7970	480Y/277	2				
10	1000	13800GRDY/7970	480Y/277	1				
11	1500	13800GRDY/7970	480Y/277	1				

MANUFACTURER'S INFORMATION

NAME OF TRANSFORMER MANUFACTURER _____

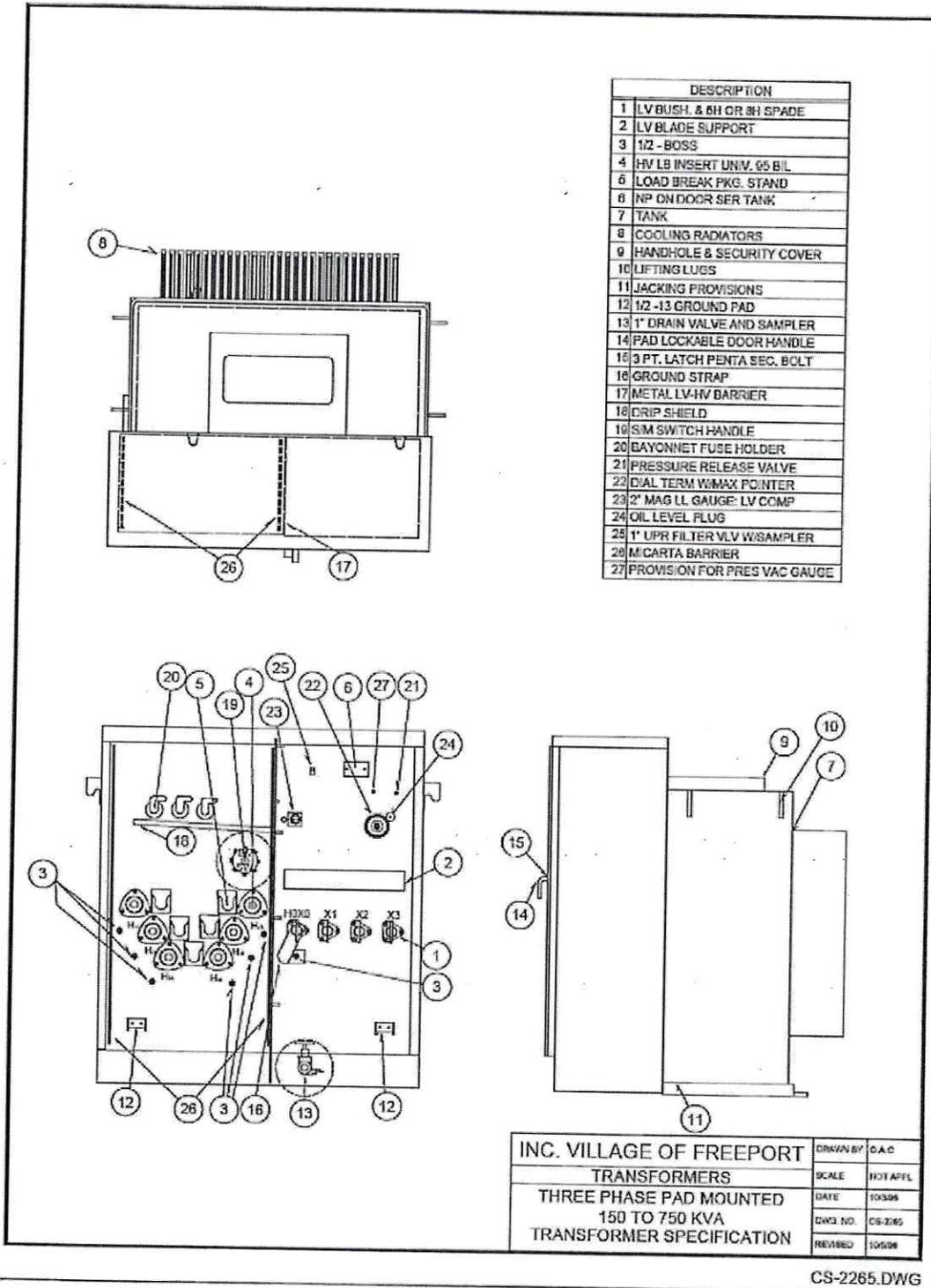
ADDRESS _____

TELEPHONE NUMBER _____

WEBSITE _____

DATE _____

APPENDIX C – TRANSFORMER DRAWING



INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 22, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Consulting Services – Whitfield Russell Associates

Attached is a consulting agreement for Whitfield Russell Associates (WRA) to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP). The Village of Freeport is a member of NYAPP. The Village will be paying WRA directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. The cost of these services will remain the same.

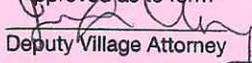
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve an electric utility consulting services agreement with Whitfield Russell Associates, located 4232 King Street, Alexandria, VA 22302, effective March 1, 2026 through February 28, 2027 for the not to exceed cost of \$18,000.00. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. These services will be charged to E7852140 578100 (NYAPP).


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

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

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

WHEREAS, the Village of Freeport requires a consultant for services to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP); and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, the Village is requesting to enter into a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a term from March 1, 2026 through February 28, 2027, for a not-to-exceed cost of \$18,000.00; and

WHEREAS, WRA has certain unique skills, abilities and expertise that will be useful to the Village, in particular electric utility consulting services related to such matters like bulk power market transactions and transmission planning; and

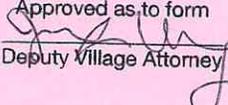
WHEREAS, the Village will be paying WRA directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC; and

WHEREAS, these services will be charged to E7852140 578100 (NYAPP); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves and the Mayor is hereby authorized to execute any documentation necessary to effectuate a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a term from March 1, 2026 through February 28, 2027, for a not-to-exceed cost of \$18,000.00.

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: Eric Rosmarin, Superintendent of Electric Utilities January 30, 2025
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 27, 2025:

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

WHEREAS, the Village of Freeport requires a consultant for services to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP); and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, the Village is requesting to enter into a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a term from March 1, 2025 through February 28, 2026, for a not-to-exceed cost of \$18,000.00; and

WHEREAS, WRA has certain unique skills, abilities and expertise that will be useful to the Village, in particular electric utility consulting services related to such matters like bulk power market transactions and transmission planning; and

WHEREAS, the Village will be paying WRA directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC; and

WHEREAS, these services will be charged to E7852140 578100 (NYAPP); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a term from March 1, 2025 through February 28, 2026, for a not-to-exceed cost of \$18,000.00.

The Clerk polled the Board as follows:

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

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

WHITFIELD RUSSELL ASSOCIATES

MARCH 1, 2026 - FEBRUARY 28, 2027

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2026, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and WHITFIELD RUSSELL ASSOCIATES, with an office located at 4232 King Street, Alexandria, VA 22302 (hereinafter referred to as "WRA"):

WITNESSETH:

WHEREAS, WRA has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular electric utility consulting services related to such matters like bulk power market transactions and transmission planning;

WHEREAS, WRA is an independent contractor ready, willing and able to provide services to the Incorporated Village of Freeport for the period contemplated by this Agreement;

NOW THEREFORE, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. *Contract.*

IVF hereby contracts with WRA as an independent contractor, and WRA hereby accepts contract based upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2026 and shall terminate on February 28, 2027 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate WRA for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by WRA under this Agreement, the IVF shall pay WRA a fee not to exceed \$18,000.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

On an as needed basis, WRA shall provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations, marketing and regulation for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

WRA shall devote such time, attention and energies to the IVF as is required. WRA shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that WRA shall not disclose IVF documents and/or other IVF information acquired from IVF by WRA in the course of performing its duties unless the disclosures of IVF documents/information is required to perform its duties under this Agreement.

6. *Expenses.*

WRA is authorized to incur reasonable expenses related to WRA's performance of the aforesaid duties. The IVF will reimburse WRA for all reasonable expenses authorized by the IVF upon the presentation by WRA, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. WRA agrees to submit, on or before the 5th day of each month, an invoice for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

WRA acknowledges and agrees that this contract shall not give or extend to WRA or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to WRA under the terms of this Agreement. Moreover, WRA will hold the IVF harmless for any automobile liability that may occur on IVF property. WRA further acknowledges and agrees that WRA will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

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

9. *Assignment.*

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

10. *Notices.*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (I) delivered personally, or (II) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, NY 11520

WHITFIELD RUSSELL ASSOCIATES
4232 King Street
Alexandria, VA 22302

11. *Confidentiality.*

WRA will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *Entire Agreement and Waiver.*

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

13. *Amendments.*

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

14. *Parties in Interest.*

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

15. *Severability.*

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

16. *Subject Headings.*

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

17. *Applicable Law.*

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

18. *Disclosure.*

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

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

INCORPORATED VILLAGE OF FREEPORT

BY:

ROBERT T. KENNEDY, MAYOR

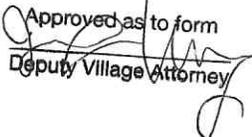
WHITFIELD RUSSELL ASSOCIATES

BY:

Antoine Gamarra

Digitally signed by Antoine Gamarra
DN: cn=Antoine Gamarra, o=WRA,
email=AGamarra@wrassoc.com, c=US
Date: 2025.10.09 10:22:36 -04'00'

ANTOINE A. GAMARRA, MANAGING PARTNER

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: December 23, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Industrial Cooling, Inc. – Extension Agreement #2 **REVISED**
RFP #22-02-ELEC-597 – LM6000 Annual Chiller Maintenance

Attached for your review is an extension agreement for Industrial Cooling, Inc., to continue to provide annual chiller maintenance for the McQuay Centrifugal Chiller associated with the LM6000 gas turbine located at Power Plant 2. Industrial Cooling, Inc.'s scope of work will include priority service calls, operational spring service, stop maintenance service, and reports. The various services are essential to ensure the efficient functioning of the LM6000 unit.

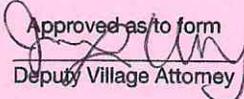
The current Agreement runs from March 1, 2022 through February 28, 2026. Per the specifications, the agreement may be renewed or extended for up to two (2) additional years. The Electric Department exercised the option to extend the contract from March 1, 2025 to February 28, 2026 at a cost of \$7,058.00. We would like to exercise the option to extend the contract for an additional year at the not to exceed cost of \$7,269.00 (a 3% increase) in accordance with the contract terms. This price includes six priority service calls. The hourly rate for technical assistance on-site including travel expenses after the sixth priority service call shall be \$170.00/hr. (straight)/\$255.00/hr. (OT) – there is no change in this hourly rate.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees extend the term of the agreement with Industrial Cooling, Inc., 83 Hampton Place, Freeport, NY 11520, for the provision of annual chiller maintenance services from March 1, 2026 to February 28, 2027 for the not to exceed cost of \$7,269.00, and a rate of \$170.00/hr. (straight)/\$255.00/hr. (OT) for technical assistance on-site including travel expenses after the sixth priority service call. Further, that the Mayor be authorized to execute any and all documents necessary to effectuate this agreement. The cost of this service will be charged to Account E7157006 510000 – Repairs to Miscellaneous Power Plant Equipment. There are sufficient funds available in this account to cover the cost.


Eric Rosmarin
Superintendent of Electric Utilities
ER:db

Attachment

Cc Howard Colton, Village Attorney
 Taylor D'Orta, Buyer
 Pamela Walsh Boeing, 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 February 28, 2022, the Board awarded the contract for the LM6000 Annual Chiller Maintenance, RFP #22-02-ELEC-597, to Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, in the total amount of \$26,213.00 (plus expenses related to emergency services outside the scope of the specifications) for a three (3) year term running from March 1, 2022 through February 28, 2025, with an option for two (2) one-year extensions if mutually agreed; and

WHEREAS, on February 10, 2025, the Board approved the first one-year contract extension for the LM6000 Annual Chiller Maintenance, RFP #22-02-ELEC-597, with Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, for a term from March 1, 2025 to February 28, 2026, for the not-to-exceed cost of \$7,058.00; and

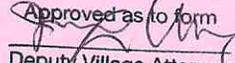
WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the second and final one-year contract extension with Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, for a term from March 1, 2026 to February 28, 2027, for the not-to-exceed cost of \$7,269.00 (a 3% increase), which includes six priority service calls annually; the hourly rate for technical assistance on-site including travel expenses after the sixth priority service call shall be \$170.00/hr. (straight)/\$255.00/hr. (OT); and

WHEREAS, the cost of this service will be charged to Account E7157006 510000 – Repairs to Miscellaneous Power Plant Equipment and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate the second and final one-year contract extension for the LM6000 Annual Chiller Maintenance, RFP #22-02-ELEC-597, with Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, for a term from March 1, 2026 to February 28, 2027, for the not-to-exceed cost of \$7,269.00.

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

AGREEMENT AMENDMENT 2

**INCORPORATED VILLAGE OF FREEPORT
AND
INDUSTRIAL COOLING, INC.**

This Agreement extends the chiller maintenance services agreement, due to terminate on February 28, 2026, between the Inc. Village of Freeport ("IVF"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 and Industrial Cooling, Inc. (ICACS), with offices located at 83 Hampton Place, Freeport, NY 11520 to February 28, 2027.

On the basis of the scope of services relating to the consulting agreement for annual chiller maintenance as outlined in the March 1, 2022 Agreement, for the term of the extension the total amount to be paid for services shall not exceed \$7,269.00 (the amount ICACS proposed for Year 2 Extension) plus expenses related to emergency services outside the scope of the specifications.

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

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

INC. VILLAGE OF FREEPORT

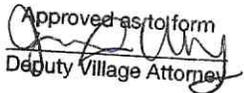
BY: _____

ROBERT T. KENNEDY, MAYOR

INDUSTRIAL COOLING, INC.

BY: _____

DOMINIC DIDONNA, VICE PRESIDENT

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

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

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

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

WHEREAS, the Village of Freeport has solicited bids for the LM6000 Annual Chiller Maintenance for Power Plant #2 under RFP #22-02-ELEC-597; and

WHEREAS, fourteen vendors picked up specifications in response to our Request for Proposals for the Annual Chiller Maintenance; and

WHEREAS, the lowest responsible bid submitted was that of Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520 in the amount \$26,213.00 (plus expenses related to emergency services outside the scope of the specifications) over a three year period starting March 1, 2022, with an option for two one-year extensions if mutually agreed; and

WHEREAS, the cost of this service will be charged to Account E7157006 510000 – Repairs to Miscellaneous Power Plant Equipment and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the contract for the LM6000 Annual Chiller Maintenance under RFP #22-02-ELEC-597 to Industrial Cooling Inc., 83 Hampton Place, Freeport NY 11520 in the total amount of \$26,213.00 (plus expenses related to emergency services outside the scope of the specifications) for a three year term running from March 1, 2022 through February 28, 2025, with an option for two one-year extensions if mutually agreed.

The Clerk polled the Board as follows:

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

cc:

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

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

DIRECTIVE

TO: Eric Rosmarin, Superintendent of Electric Utilities February 11, 2025
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on February 28, 2022, the Board awarded the contract for the LM6000 Annual Chiller Maintenance, RFP #22-02-ELEC-597, to Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, in the total amount of \$26,213.00 (plus expenses related to emergency services outside the scope of the specifications) for a three (3) year term running from March 1, 2022 through February 28, 2025, with an option for two (2) one-year extensions if mutually agreed; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the first one-year contract extension with Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, for a term from March 1, 2025 to February 28, 2026, for the not-to-exceed cost of \$7,058.00, which includes six priority service calls annually; the hourly rate for technical assistance on-site including travel expenses after the sixth priority service call shall be \$170.00/hr. (straight)/\$255.00/hr. (OT); and

WHEREAS, the cost of this service will be charged to Account E7157006 510000 – Repairs to Miscellaneous Power Plant Equipment and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be is hereby authorized to sign any paperwork necessary to effectuate the first one-year contract extension for the LM6000 Annual Chiller Maintenance, RFP #22-02-ELEC-597, with Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, for a term from March 1, 2025 to February 28, 2026, for the not-to-exceed cost of \$7,058.00.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 22, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Emergency – Service for LM6000 Fire Suppression System

Recently, the fire suppression system for the LM6000 generating unit at Power Plant 2 malfunctioned and discharged. The fire suppression system is needed to operate the turbine and needs to be in compliance with the Nassau County Fire Marshall code. Multiple vendors were contacted to service the system. However, only one vendor, Gebhardt, Inc., responded. We are requesting retroactive approval for hydro-testing and refilling of 1200 lbs. of CO2. The cost of the hydro-testing and refilling is \$26,000.00.

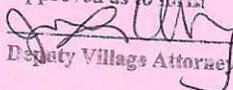
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the emergency hydro-testing and refilling of 1200 lbs. of CO2 for the LM6000's fire suppression system to be completed by Gebhardt, Inc., 140 East Second St., Mineola, NY 11501 at a cost of \$26,000.00. This expense will be charged to E 7156006 510000. There are sufficient funds available for this expense.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

Cc Howard Colton, Village Attorney
Taylor D'Orta, Buyer
Pamela Walsh Boening, Village Clerk
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, recently, the fire suppression system for the LM6000 generating unit at Power Plant 2 malfunctioned and discharged; and

WHEREAS, the fire suppression system is needed to operate the turbine and needs to be in compliance with the Nassau County Fire Marshall code; and

WHEREAS, the disruption of the system would present a health and safety issue for residents and therefore the need to make the repair would be considered an emergency; and

WHEREAS, multiple vendors were contacted to service the system and only one vendor responded; and

WHEREAS, Gebhardt, Inc., 140 East Second St., Mineola, NY 11501, responded for the emergency repair of hydro-testing and refilling of 1200 lbs. of CO2; and

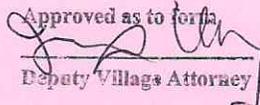
WHEREAS, the cost of the hydro-testing and refilling is \$26,000.00; and

WHEREAS, this expense will be charged to E 7156006 510000 and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor is hereby authorized to sign any paperwork necessary to retroactively approve the emergency repair of the fire suppression system for the LM6000 generating unit at Power Plant 2 with Gebhardt, Inc., 140 East Second St., Mineola, NY 11501, at the cost of \$26,000.00.

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

GEBHARDT, INC.

Estimate

140 EAST SECOND STREET
 MINEOLA, NY 11501
 (516) 742-1130 Fax (516)742-1811
 gebhardtacc@gmail.com

Date	Estimate #
12/19/2025	G 813

Name / Address
AUDITOR'S OFFICE INCORPORATED VILLAGE OF FREEPORT 46 N. OCEAN AVENUE FREEPORT, NEW YORK 11520 ATTN: ACCOUNTS PAYABLE

Ship To
FREEPORT ELECTRIC 289 BUFFALO AVE FREEPORT, NY 11520

Description	Qty	Rate	Project
			Total
ESTIMATE IS FOR YOUR SEMI ANNUAL SERVICE. DUE / CYLINDERS ARE 2015 REQUIRED TO HAVE HYDROSTATIC SERVICE. CYLINDERS ARE OUTSIDE OF THE 5 YR SERVICE DATE FOR REFILLING DUE TO DISCHARGED WE HAVE YOU SCHEDULED FOR <u> </u> TBD <u> </u> PLEASE CONFIRM IF THIS TIME WILL WORK FOR YOU. ESTIMATE DOES NOT INCLUDED ADDITION CHARGES FOR REPAIRS THAT MAY BE NEEDED		0.00	0.00
GT#2: SYSTEM DISCHARGED//CUSTOMER REQUESTED SERVICE KIDDE CO2 AUTOMATIC FIRE EXTINGUISHING SYSTEM : R & R :12-100 lb CO2 BOTTLES HYDROSTATIC TESTED AND RECHARGED 12 DISCHARGE VALVES REBUILT 12 DISCHARGE HOSES REPLACED		26,000.00	26,000.00

Thank you for the opportunity to submit this quote.

Subtotal \$26,000.00

Sales Tax (8.625%) \$0.00

Total \$26,000.00

CUSTOMER SIGNATURE:

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: January 2, 2026
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Gas Transportation Agreement - KeySpan Gas East Corp. d/b/a National Grid Amendment 1

On September 23, 2024, the Board approved the Service Agreement for Non-Core Transportation Service for Electric Generation with KeySpan Gas East Corp. d/b/a National Grid for the transportation of natural gas through its pipeline to the Village's Power Plant 2. The natural gas is used to run the LM6000 unit.

Attached for your review is Amendment 1 to the 2024 Service Agreement. The changes update National Grid's tariff structure and are effective January 1, 2026. The changes comply with the October 17, 2025 New York Public Service Commission Order regarding rates for gas transportation service to electric generators. The Village of Freeport will continue to receive tremendous benefits from its Agreement with National Grid.

The Amendment changes include the following:

1. Any references to Service Classification No. 7 (SC-7) are changed to SC-14.
2. New tariff rates will be in effect in the January 2026 bills.
3. Final minimum bill obligation will be calculated and prorated through December 2025.
4. Final Value-Added Charge balances will be determined and filed with the Public Service Commission in March 2026.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees retroactively approve Amendment 1 to the Service Agreement for Non-Core Transportation Service for Electric Generation with KeySpan Gas East Corp. d/b/a National Grid, 25 Hub Drive, Melville, NY 11747 for the period running from January 1, 2026 to August 31, 2029. Expenses related to this contract will be charged to account E 7161006 510000 (Fuel Gas LM6000). Further that the Mayor be authorized to execute any and all documentation associated with this agreement

**Nicholas
Nugent**

Digitally signed by Nicholas Nugent
DN: cn=Nicholas Nugent, o=Freeport
Electric, ou=Engineering,
email=Nnugent@freeportelectric.com,
c=US
Date: 2026.01.02 11:49:55 -05'00'

Nicholas Nugent for Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

The resolution was moved by Trustee _____, seconded by Trustee _____, as follows:

WHEREAS, on September 23, 2024, the Board approved the Service Agreement for Non-Core Transportation Service for Electric Generation (Service Classification No. 7) with KeySpan Gas East Corp., d/b/a National Grid, 25 Hub Drive, Melville, NY 11747, for a term retroactively from September 1, 2024 to August 31, 2029; and

WHEREAS, the Village is requesting Board approval of Amendment 1 to the 2024 Service Agreement with KeySpan Gas East Corp., d/b/a National Grid, 25 Hub Drive, Melville, NY 11747; and

WHEREAS, the Amendment changes include the following:

1. Any references to Service Classification No. 7 (SC-7) are changed to SC-14.
2. New tariff rates will be in effect in the January 2026 bills.
3. Final minimum bill obligation will be calculated and prorated through December 2025.
4. Final Value-Added Charge balances will be determined and filed with the Public Service Commission in March 2026.

WHEREAS, the term of the Amendment 1 shall run retroactively from January 1, 2026 through August 31, 2029; and

WHEREAS, the expenses related to this contract will be charged to account E 7161006 510000 (Fuel Gas LM6000); 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 execute any and all documents necessary to approve Amendment 1 to the Service Agreement for Non-Core Transportation Service for Electric Generation (Service Classification No. 7) with KeySpan Gas East Corp., d/b/a National Grid, 25 Hub Drive, Melville, NY 11747, for a term retroactive from January 1, 2026 through August 31, 2029.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

TO: Eric Rosmarin, Superintendent of Electric Utilities September 24, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 23, 2024:

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

WHEREAS, the Village is requesting to enter into a new Service Agreement for Non-Core Transportation Service for Electric Generation (Service Classification No. 7) with KeySpan Gas East Corp. d/b/a National Grid, 25 Hub Drive, Melville, NY 11747, for the provision of gas transportation service to the power plants in Freeport; and

WHEREAS, per the Service Agreement for Non-Core Transportation (NCT) Service for Electric Generation dated February 9, 2004, National Grid transports natural gas through its pipeline to the Village's Power Plant 2 which is used to run the LM6000 unit; and

WHEREAS, the term of the new contract will run retroactively from September 1, 2024 to August 31, 2029; and

WHEREAS, the new contract benefits the Village as follows:

1. Our annual minimum bill obligation will remain at 50%.
2. The Maximum Daily Delivery Quantity amount will remain at 5000 dekatherms.
3. Our primary point of receipt will remain at Transco (historically, gas purchases delivered on the Transco pipeline is less expensive than gas purchased on the Iroquois pipeline).

WHEREAS, the expenses related to this contract will be charged to account E 7161006 510000 (Fuel Gas LM6000); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board authorizes the Mayor to execute any and all documents necessary to enter into the Service Agreement for Non-Core Transportation Service for Electric Generation (Service Classification No. 7) with KeySpan Gas East Corp., d/b/a National Grid, 25 Hub Drive, Melville, NY 11747, for a term retroactively from September 1, 2024 to August 31, 2029.

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

**FIRST AMENDMENT TO THE
SC-14 SERVICE AGREEMENT BETWEEN
KEYSPAN GAS EAST CORPORATION D/B/A NATIONAL GRID AND
INCORPORATED VILLAGE OF FREEPORT**

This First Amendment ("First Amendment") to the September 26, 2024 Service Agreement for Non-Core Transportation Service for Electric Generation (Service Classification SC-14) ("Agreement") is made and entered into as of the day of December 2025, by and between INCORPORATED VILLAGE OF FREEPORT, a New York municipal corporation ("Customer") and KEYSPAN GAS EAST CORPORATION d/b/a NATIONAL GRID, a New York corporation ("Company").

WHEREAS, Customer and Company are Parties to the Agreement, inclusive of any amendments thereto, for the provision of gas transportation service to Customer's generating facility in Freeport, New York; and

WHEREAS, the New York Public Service Commission provided an Order on October 17th 2025, to its policy statement on rates for gas transportation service to electric generators in Case 17-G-0011 (the "Order"); and

WHEREAS, Customer and Company agreed to amend this Agreement to conform with the new Tariff requirements pursuant to the Order, and terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this First Amendment, and intending to be legally bound, the Parties agree as follows:

1. Witnesseth.

The second whereas clause shall be removed and replaced with the following:

WHEREAS, Customer and Company desire to enter into an agreement to provide Customer with NCT Service to the electric generation facility set forth in Appendix A attached hereto ("Generator") pursuant to the terms and conditions of SC-14, Rate Schedule 1, Non-Core Transportation for Electric Generators; and

2. Any references to SC-7 shall be removed and replaced with SC-14.
3. Transportation Service.
 - a. The first sentence in Section 1(a) of the Agreement shall be removed and replaced with the following:

Customer represents and warrants that the Generator qualifies for service under SC-14 and maintains a nameplate capacity of at least 5 MW connected to the Company's gas transmission system.

- b. Section 1(c) of the Agreement shall be removed and replaced with the following:

The Customer may elect to reduce the level of service (i.e., Firm to 30 Day Interruptible) with no less than ninety (90) days' written notice to the Company. The Company will consider any request to increase the level of service on a case-by-case basis.

4. Daily Balancing Section 6 of the Agreement shall be removed and replaced with the following:

The Company shall balance to zero Customer's account for the Generator at the end of each day, as provided under the terms and conditions of SC-14 in the Company's Tariff. Per the October 17, 2025 order in Case 17-G-0011 (the "Order") from the Public Service Commission (the "Commission"), the Department of Public Staff ("Staff") is directed to file a refined proposal regarding the balancing provisions applicable to standard tariffed rates for interruptible gas transportation to electric generators within 180 days of the issuance of the Order. Upon approval of Staff's proposal by the Commission, the Parties agree to incorporate those Commission approved balancing provisions into this Agreement via amendment.

5. Rates and Charges for Service.

1. Section 7(a) shall be removed and replaced with the following:

- a) *Each month (or other period, if so indicated in the Tariff), Customer shall pay the Company for all service provided hereunder with respect to each Generator, including:*

Minimum Monthly Charge (includes transportation of 100 therms or 100 ccf of gas, equivalent to 10 dekatherms):

- a) *Access Charge: For generators with a capacity less than 50 MW, the Access Charge shall be discounted by a percentage equal to one minus the generator's capacity divided by 50 MW.*
- b) *Monthly Demand Charge*

Volumetric Delivery Charge: Assessed monthly on a per unit (Dth) basis, over the first 100 therms or 100 ccf of gas, equivalent to 10 dekatherms.

All other applicable rates, surcharges, fees, penalties, and taxes as set forth in Appendix A, SC-14, and the Tariff.

6. Section 7(c) shall be removed and replaced with the following:

7. (c) Reconciliation. *The Company shall perform and file reconciliations of the existing Value-Added Charge and Minimum Annual Bill provisions, by March 31, 2026. The Company shall refund or surcharge the reconciled balance for the Customer over twelve months commencing May 1, 2026.*

7. Appendix A

a. Rates and Charges shall be removed and replaced with the following:

Rates and Charges: As updated on the Statement of Interruptible Transportation for Electric Generators (ITEG), Effective Jan 1, 2026 and then every June 1st thereafter.

Minimum Monthly Charge - Demand Component

per MDQ/Month

Minimum Monthly Charge - Access Component - 1st 10 dth (100 Therms)

per Customer/Month

Volumetric Delivery Charge - Over 10 dth (100 Therms)

per Dth

Taxes and Surcharges

Applicable pursuant to SC-14

8. Effective Date. This First Amendment shall be effective as of January 1, 2026.
9. Except as provided in this First Amendment, the provisions of the Agreement remain in full force and effect.
10. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective officers or duly authorized representatives as of the date first above written.

**KEYSPAN GAS EAST CORPORATION
d/b/a NATIONAL GRID**

By: _____

(Printed Name)

(Title)

**INCORPORATED VILLAGE OF
FREEPORT**

By: _____

(Printed Name)

(Title)

INTER-DEPARTMENT CORRESPONDENCE

FREEPORT POLICE DEPARTMENT

TO: Robert T Kennedy, Mayor
FROM: Donnie Ethier, Assistant Chief
DATE: December 23rd, 2025
RE: Surveillance Cameras

This is to request retroactive approval for the purchase of Avigilon surveillance cameras, camera accessories and a server from A+ Technology & Security. The purchase includes 16 high resolution surveillance cameras, mounts, licenses and a server. Cameras will be placed at various locations throughout the village, such as Steven Street Park and the vicinity of the LIRR station.

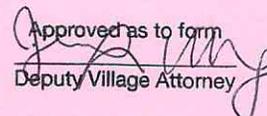
The quote for the total equipment is \$67, 273.47. The purchase of this equipment will come from, Account# A312002-520103, Unexpected Equipment of the 2026 fiscal year and will be reimbursed by the Byrne Discretionary Community Projects Grant, of which we were awarded \$330,000.00.

A+ Technology & Security is on NYS contract PT687451. A+ Technology & Security is located at 1490 N. Clinton Ave, Bayshore, NY 11706. The point of contact is Marc Frascogna, 631-969-2600.

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



Donnie Ethier
Assistant Chief

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department is requesting Board approval for the purchase of Avigilon surveillance cameras and accessories from A+ Technology & Security; and

WHEREAS, A+ Technology & Security, 1490 N. Clinton Ave, Bayshore, NY 11706 is on the NYS contract PT687451; and

WHEREAS, the purchase includes 16 high resolution surveillance cameras, mounts and licenses; and

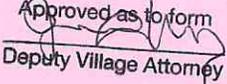
WHEREAS, the quote for the total equipment is \$67, 273.47; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Assistant Chief of Police, the Board of Trustees hereby approves, and the Mayor is hereby authorized to sign any documentation necessary to retroactively approve for the purchase of Avigilon surveillance cameras and accessories from A+ Technology & Security, 1490 N. Clinton Ave, Bayshore, NY 11706, in the amount of \$67, 273.47.

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

VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: 12/22/25

RE: Parking Restrictions on Hampton Place

The Department of Public Works has received a request to install parking restrictions on the north side of Hampton Place, at the westerly terminus. We have reviewed this request and approve of the change.

Therefore it is recommended that Counsel's office prepare the necessary documentation to revise the Village's Vehicle and Traffic Regulations as follows:

Sec. 41. Parking prohibited at all times unless otherwise designated.

No person shall park a vehicle within the designated areas in the following streets at any time, or at the times otherwise indicated:

ADD:

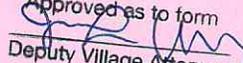
Hampton Place, north side, beginning at a point 662 feet west of the westerly curblineline of West End Avenue and continuing west to the westerly terminus.



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

c.

P. Boening, Village Clerk
Taylor D'Orta, Purchasing Agent

Approved as to form

Deputy Village Attorney

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

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, that the VEHICLE AND TRAFFIC REGULATIONS Article III Parking Restrictions be amended as follows:

Sec. 41. Parking prohibited at all times unless otherwise designated.

No person shall park a vehicle within the designated areas in the following streets at any time, or at the times otherwise indicated:

ADD:

Hampton Place, north side, beginning at a point 662 feet west of the westerly curbline of West End Avenue and continuing west to the westerly terminus.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 13th day of January, 2026.

Approved as _____
Deputy Village Attorney

Parking Restrictions on Hampton Place

Hampton Place, north side, beginning at a point 662 feet west of the westerly curbline of West End Avenue and continuing west to the westerly terminus.

Legend

 96 Hampton Pl

 Auto Sound & Security

Hampton Pl

 Industrial Cooling

 96 Hampton Pl

Proposed
No Parking

 Cary Grin

Google Earth



100 ft

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

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: January 9, 2026
Re: Sale of a portion of the property known as 220 West Sunrise Highway from the Village of Freeport to the Freeport Electric Utility

I am pleased to report, the Freeport LDC met on January 8, 2026 and finalized the entity rules and structure, and authorized the funding of Revenue Anticipation Notes and/or Bonds (that is a matter to be decided by the LDC as this office is not counsel to the LDC) to facilitate the sale of the land and structures at Freeport Power Plant One, known as Section 54, Block 073, Lot 126 and part of Section 54, Block 073, Lot 50 from the Village of Freeport to the Freeport Electric Utility through the Freeport LDC.

The LDC also authorized the bonding and reimbursement to the Village of the Utility's interfund debt (the sale of the property and retiring of the interfund debt has been disclosed to the Department of Public Service (PSC) in the current rate case and is an integral part of the rate case).

This is an intra-municipal sale of property and **does not include:**

1. Freeport Fire Department Hose Co.: #4;
2. The property and parking behind Hose 4 including the area to the northwest of the property, north to the security booth;
3. The south parking lot (adjacent to Hose 4, Safelight Auto Glass, the building on the southeast corner), and;
4. The water well in front of the administrative building adjacent to Sunrise Highway, and; any other water department structures.

As stated before, this will not affect Hose 4 in any manner at all.

The cost of the sale is 5.8 million dollars, and the LDC requires the Board to authorize the sale.

As the owner of the premise, the Electric Utility, through the LDC, will have the permanent right to utilize the property for any proper municipal use. **Please note**, any future use is subject to the approval and direction of the Village Board sitting as the Board of the Freeport Electric Utility. In other words, the Village Board still maintains final say over the transferred property.

LDC Counsel Keith Corbett indicated the Village Board, meeting in its dual capacity as the Board of Trustees and the Board of the Electric Utility has to approve the sale from the Village to the Utility before the Revenue Anticipation Notes and/or bonds are issued. Once sold, the LDC will hold the notes and will lease-back the premise to the Utility (the lease payment is the monthly

payment of the Note.). The leaseback (rather than a mortgage) is the preferred method from the Department of Public Service (the PSC) to permit recapture through electric rates, has been recommended by Nick Nugent of the Electric Utility, and has been included within the rate case and rate structure before the Department of Public Service (the PSC).

Prior to submitting this request to the Board, I asked Superintendent Rosmarin to review and make any changes to what I have sent to the Board.

As such, and upon the request of LDC Counsel, permission is hereby requested to approve the sale of the property (as described above) from the Village of Freeport to the Freeport Electric Utility for 5.8 million dollars. The payment of the Revenue Anticipation Notes and/or Bonds issued by the LDC will be paid from utility rates that are currently being negotiated with the Department of Public Service.

As an intra-municipal sale, a surplus determination is not required.


Howard E. Colton
Village Attorney

HEC:c

It was moved by Trustee _____, seconded by Trustee _____, who moved as follows:

WHEREAS, the Incorporated Village of Freeport owns the portion of property known as Section 54, Block 073, Lot 126, and part of Section 54, Block 073, Lot 50. a/k/a 220 West Sunrise Highway (Power Plant One); and,

WHEREAS, the Incorporated Village of Freeport and the Freeport Electric Utility wish to enter into an intra-municipal purchase agreement whereby the Freeport Electric Utility, through the Freeport LDC, will purchase the foretasted property from the Village of Freeport for a price of 5.8 million dollars; and,

WHEREAS, such sale shall not include:

1. Freeport Fire Department Hose Co.: #4;
2. The property and parking behind Hose 4 including the area to the northwest of the property, north to the security booth;
3. The south parking lot (adjacent to Hose 4, Safelight Auto Glass, the building on the southeast corner), and;
4. The water well in front of the administrative building adjacent to Sunrise Highway, and; any other water department structures; and,

WHEREAS, the funding to purchase such sale is to be provided by the Freeport Local Development Corporation (LDC), a wholly separate entity from the Village of Freeport and the payment of the loaned funding will be paid through a leaseback to the Freeport Electric Utility and through the Utility's Electric rates and,

WHEREAS, on January 8, 2026, the LDC met and approved the purchase and funding mechanism for this sale and the reimbursement of the Freeport Utility's Interfund Debt to the Village of Freeport; and,

WHEREAS, the Electric Utility will have the permanent right to utilize the purchased property for any proper municipal use; subject to the approval and direction of the Village Board sitting as the Board of the Freeport Electric Utility; and,

WHEREAS, LDC counsel has requested the approval of the sale from the Village Board;

NOW BE IT RESOLVED, that upon the recommendation of the Village Attorney and Counsel to the Freeport Local Development Cooperation, the Village Board, meeting in its dual capacity as the Board of Trustees and the Board of the Electric Utility hereby approves the sale of the foretasted premises from the Village of Freeport to the Freeport Electric Utility, through the Freeport LDC, for a cost of 5.8 million dollars subject to the terms and conditions as stated within this resolution and memorandum which is made a part hereto.

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents, approved by the Village Attorney, and LDC Counsel, which are necessary and proper to effectuate this transfer.

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

VILLAGE OF FREEPORT

INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 12/30/25

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Construction of various road improvements including drainage and grading" and associated capital H519702 523130 2020 Road Improvement-Variou Roads as well as the portion for Water Capital Project WE107 150105 Water Mains.

The NY State Comptroller mandates that the Village Board give authorization to close out Capital Projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund reserve for Debt Service account A200 120171 and the Water Fund reserve for Debt Service WE131 113489.

Debt History of Project: H519702 523230 2020 Road Improvements

Authorized: 2/3/2020
Amount Authorized: \$3,605,000 (breakdown\$1,955,000 Roads/\$1,650,000 Water Mains)
Initial Financing: BAN #1

2020 Series F BAN on 12/15/20 \$400,000
Rolloed to 2021 Series B BAN on 4/29/21
Principal payment made \$400,000 on 4/28/22
BAN# 1 paid in full

BAN #2
2021 Series D 11/16/21 \$115,000
Principal payment made 115,000 on 11/16/22
BAN# 2 paid in full

BAN #3
2022 Series A 2/23/22 \$310,000
Principal payment made \$310,000 4/28/22
BAN #3 paid in full

BAN #4
2022 Series C 4/27/22 \$1,130,000
Principal payment made \$90,000 4/27/23
Balance of \$1,040,000 rolled to 2023 Series C BAN on 4/26/23
Principal payment made \$180,000 4/26/24
Balance of \$860,000 rolled to 2024 Series C BAN 4/25/24
Principal payment made \$490,701 on 4/24/25
Balance of \$369,299 rolled to 2025 Series C BAN on 4/24/25 due on 4/24/26

Grant Reimbursements:

DASNY	250,000.00	11/30/21
NYS CHIPS	150,262.43	various dates
NYS PAVE NY	168,381.51	9/17/21
FCDA	834,550.24	various dates
National Grid	75,000.25	2/16/24
NYS DOS SS Estuary	50,000.00	2/16/23
NYS DEPT OF TRANS -WIRP	51,930.53	9/17/21
NYS WIRP EWR	<u>85,982.67</u>	12/21/21
Total Grants received	\$ 1,666,107.63	

Amount of Grants used for principal payments \$ 1,585,610.18

Remaining in Project from Debt Proceeds	85.93
Remaining from Grants	80,497.45
Interest Earned as of 11/30/25	<u>108,568.15</u>
Total cash remaining	
To be transferred to reserve for General Fund Debt Service	\$189,151.53

Debt History of Project: WE107 150105 2022 WATER MAINS

Initial Financing:

2022 Series C BAN on 4/27/22 \$1,650,000
Rolled to 2023 Series C 4/26/23
Principal payment made \$1,383,669 on 4/25/24
Balance of \$266,331.00 rolled to 2024 Series B BAN 4/26/24
Rolled to 2025 Series C BAN on 4/24/25 due on 4/24/26

Grant Reimbursements:

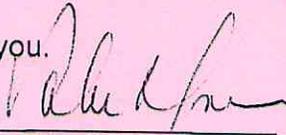
DASNY	<u>\$1,383,668.92</u>	10/16/23
Total Grants received	\$ 1,383,668.92	

Amount of Grants used for principal payments \$1,383,668.92

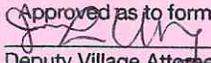
Remaining in Project from Debt Proceeds	159,674.38
Interest Earned as of 11/30/25	<u>87,128.52</u>
Total cash remaining	
To be transferred to reserve for Water Fund Debt Service	\$246,802.90

Please see the attached copy of the capital project expenditures for this project.

Thank you.



Valerie Montes
Deputy Treasurer

Approved as to form

Deputy Village Attorney

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

WHEREAS, authorization is requested to close out the Bond resolution titled "Construction of various road improvements including drainage and grading" and associated capital H519702 523130 2020 Road Improvement-Various Roads as well as the portion for Water Capital Project WE107 150105 Water Mains; and

WHEREAS, the **H519702 523230 2020 Road Improvements** is as follows:

Authorized:	2/3/2020
Amount Authorized:	\$3,605,000 (breakdown \$1,955,000 Roads/\$1,650,000 Water Mains)
Initial Financing:	<u>BAN #1</u> 2020 Series F BAN on 12/15/20 \$400,000 Rollover to 2021 Series B BAN on 4/29/21 Principal payment made \$400,000 on 4/28/22 BAN# 1 paid in full
	<u>BAN #2</u> 2021 Series D 11/16/21 \$115,000 Principal payment made 115,000 on 11/16/22 BAN# 2 paid in full
	<u>BAN #3</u> 2022 Series A 2/23/22 \$310,000 Principal payment made \$310,000 4/28/22 BAN #3 paid in full
	<u>BAN #4</u> 2022 Series C 4/27/22 \$1,130,000 Principal payment made \$90,000 4/27/23 Balance of \$1,040,000 rolled to 2023 Series C BAN on 4/26/23 Principal payment made \$180,000 4/26/24 Balance of \$860,000 rolled to 2024 Series C BAN 4/25/24 Principal payment made \$490,701 on 4/24/25 Balance of \$369,299 rolled to 2025 Series C BAN on 4/24/25 due on 4/24/26

WHEREAS, the **Debt History of Project for WE107 150105 2022 WATER MAINS** is as follows:

Initial Financing:	2022 Series C BAN on 4/27/22 \$1,650,000 Rollover to 2023 Series C 4/26/23 Principal payment made \$1,383,669 on 4/25/24
--------------------	--

Balance of \$266,331.00 rolled to 2024 Series B BAN 4/26/24
Rolled to 2025 Series C BAN on 4/24/25 due on 4/24/26

Grant Reimbursements:

DASNY	\$1,383,668.92	10/16/23
Total Grants received	\$ 1,383,668.92	
Amount of Grants used for principal payments	\$1,383,668.92	
Remaining in Project from Debt Proceeds	159,674.38	
Interest Earned as of 11/30/25	<u>87,128.52</u>	
Total cash remaining		
To be transferred to reserve for Water Fund Debt Service	\$246,802.90	

WHEREAS, the NYLFFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

WHEREAS, the remaining cash available will be transferred to the General Fund reserve for Debt Service account A200 120171 and the Water Fund reserve for Debt Service WE131 113489; and

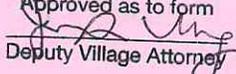
NOW THEREFORE BE IT RESOLVED, that the Board authorizes the closing of the above referenced bond authorization titled "Construction of various road improvements including drainage and grading"; and

BE IT FURTHER RESOLVED, that the Board authorizes the closing of the associated capital H519702 523130 2020 Road Improvement-Variou Roads and the remaining debt proceeds and interest, in the amount of One Hundred Eighty-Nine Thousand, One Hundred Fifty-One Dollars and Fifty-Three Cents (\$189,151.53) be moved to the General Fund reserve for Debt Service account A200 120171; and

BE IT FINALLY RESOLVED, that the Board authorizes the closing of the portion associated Water Capital Project WE107 150105 Water Mains and the remaining debt proceeds and interest, in the amount of Two Hundred Forty-Six Thousand, Eight Hundred Two Dollars and Ninety Cents (\$246,802.90) be moved to the Water Fund reserve for Debt Service WE131 113489.

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

INVT#	Authorized PO#	2/3/2020 PAID	3,605,000.00	portion for: Water Mains \$1,650,000.00 in Water Fund	paid off on 4/28/22 in 2022 Series
1519702 523130 ROAD IMPROVEMENT-VARIOUS					
GRACI PAVING ASSOCIATES INC (IRRT PAY#1-2C)	20214508	2/8/2021	262,610.18	BAN 2020 SERIES F 12/15/20	400,000.00
FABCO INDUSTRIES	20214704	2/8/2021	82,694.57	2021 SERIES B BAN 4/29/21	
GRACI PAVING ASSOCIATES INC	20221088	7/26/2021	50,000.00	BAN 2021 SERIES D 11/16/21	115,000.00
NICOLINO CONSTRUCTION	20221372	6/28/2021	96,312.38	BAN 2021 SERIES A 2/23/22	310,000.00
GRACI PAVING ASSOC INC	20231281	6/13/2022	26,588.00	BAN 2022 SERIES C 4/27/22	1,130,000.00
GRACI PAVING ASSOC INC	20232440	7/25/2022	114,959.69		
LOUIS BARBATO LANDSCAPING	20222223	7/30/2021	363,723.88	TOTAL BANS	1,955,000.00
GRACI PAVING ASSOC INC	20222601	9/13/2021	42,386.37	Interest Earned	114,112.41
ARMOND CEMENT	20232562	10/3/2022	27,060.00	Arbitrage paid from Interest 6/24/25	(9,544.26)
ARMOND CEMENT	20235729	3/13/2023	99,297.55	H200 124939	
ARMOND CEMENT	20211675	7/12/2021	67,555.00	AS OF 1/10/25	
ARMOND CEMENT	20221967	8/9/2021	31,418.75	TOTAL INTEREST	108,568.15
ARMOND CEMENT	20231916	8/22/2022	9,975.13	FCDA 44TH YR REIMBURSEMENT 6-6-21 CK#8801	96,746.60
RED VALVE CO.	20250253	6/17/2024	21,495.00	FCDA 45TH YR REIMBURSEMENT 6-15-21 CK#1002	124,558.49
STASI GENERAL CONTRACTING	20251762	7/11/2024	606,572.81	NYS DEPT OF TRANS -PAVENY CK#0342381 9/17/21	168,381.51
STASI GENERAL CONTRACTING	255144	4/17/2025-2/28-C	19,700.00	NYS DEPT OF TRANS -WIRP CK#0342381 9/17/21	51,930.53
				DASNY CK#693541 11/30/21 REIMB NASSAU RD-GRACI	250,000.00
				NYS CHIPS CK#0652604 12/16/21 REIMB NASSAU AVE GRACI	70,127.58
				NYS WIRP EWR CK#08510016 12/21/21 REIMB NASSAU AVE GRACI	85,982.67
				NYS "DOS" SOUTH SHORE ESTUARY	50,000.00
				FCDA 46TH YR REIMBURSEMENT 4-11-23 CK#1151	21,421.86
				CK# 1134&1135 2/16/23 FROM FCDA (FROM NYS DOS) PAID FCDA	1,462.14
				FCDA 46TH YR REIMBURSEMENT 4-11-23 CK#1152	56,087.31
				FCDA 46TH YR REIMBURSEMENT 4-11-23 CK#1146	32,210.24
				FCDA 47TH YR REIMBURSEMENT 4-11-23 CK#1148	11,000.00
				FCDA 47TH YR REIMBURSEMENT 4-11-23 CK#1147	75,000.25
				NATIONAL GRID REIMB-GRACI CK#702591710 2-16-24	156,063.60
				FCDA PF&I Streetscapes FR49-03A 7/11/24 CK#1246	reimbursement
				FCDA PF&I Streetscapes FR49-03A 7/11/24 CK#1245	reimbursement
				CHIPS WT 6/25/25	335,000.00
				Portion of Stasi Gen Cont#6	19,700.00
				Portion of Stasi Gen Cont#3	60,434.85
				CHIPS WT 6/25/25	3,729,675.78
				Total Project Revenues	(1,954,914.07)
				Less-Project Expenditures	
				Less-Interest	(108,588.15)
				Less-Reimbursements	(99,746.60)
				FCDA 44TH YR REIMB	(124,558.49)
				FCDA 45TH YR REIMB	(168,381.51)
				NYS DOT -PAVE NY	(51,930.53)
				NYS DOT -WIRP NY	(441,817.13)
				DASNY CK#693541 11/30/21 REIMB NASSAU RD-GRACI	(250,000.00)
				NYS CHIPS CK#0652604 12/16/21 REIMB NASSAU AVE GRACI	(70,127.58)
				NYS WIRP EWR CK#08510016 12/21/21 REIMB NASSAU AVE GRACI	(85,982.67)
				NYS "DOS" SOUTH SHORE ESTUARY	(50,000.00)
				FCDA 46TH YR REIMBURSEMENT 4-11-23 CK#1151	(21,421.86)
				FCDA 46TH YR REIMBURSEMENT 4-11-23 CK#1152	(1,462.14)
				FCDA 46TH YR REIMBURSEMENT 4-11-23 CK#1146	(56,087.31)
				FCDA 46TH YR REIMBURSEMENT 4-11-23 CK#1148	(32,210.24)
				FCDA 47TH YR REIMBURSEMENT 4-11-23 CK#1147	(11,000.00)
				NATIONAL GRID REIMB-GRACI	(75,000.25)
				FCDA PF&I Streetscapes FR49-03A 7/11/24 CK#1246	(156,063.60)
				FCDA PF&I Streetscapes FR49-03A 7/11/24 CK#1245	(335,000.00)
				CHIPS WT 6/25/25-Portion of Stasi #6	(19,700.00)
				CHIPS WT 6/25/25-Portion of Stasi #3	(60,434.85)
				Remaining in Project	85.93
			1,954,914.07		

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

To: Mayor Robert T. Kennedy

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

Date: January 2, 2026

Re: 2026 ANNUAL WELL MAINTENANCE CONTRACT

The Village of Freeport Water Department occasionally has a need to utilize outside contractors to make repairs to the eleven wells and well houses that are operated by the Water Department. Due to the need for specialized equipment and expertise, this work cannot be performed by the Water Department personnel. It is therefore required that we bid an annual maintenance contract for the wells and well houses.

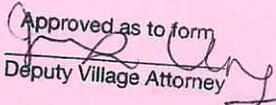
Contract and specifications for the Annual Well Maintenance Contract have been completed and therefore it is necessary to bid the contract. We anticipate spending up to \$185,000.00 under this requirements contract. Funding will come from the Water Department Operating Budget under the budget line WE940004 543210 which is for well equipment repairs. The contract will be for a term beginning March 1, 2026 and ending February 28, 2027, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on January 15, 2026. Bid documents will be available from January 20, 2026 through January 30, 2026. Bids will have a returnable date of February 3, 2026 with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport Water Department occasionally has need to utilize outside contractors to make repairs to the eleven wells and well houses that are operated by the Water Department; and

WHEREAS, due to the need for specialize equipment and expertise, this work cannot be performed by the Water Department personnel; and

WHEREAS, such service requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the Department anticipates spending up to \$185,000.00 under this requirements contract; and

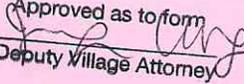
WHEREAS, the contract will be for a term beginning March 1, 2026 and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this contract will come from the Water Department Operating Budget WE94004 543210; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to advertise a Notice to Bidders for the "2026 Annual Well Maintenance Contract", in the Freeport Herald and other related publications on January 15, 2026, with bid documents available from January 20, 2026 through January 30, 2026, with a return date of February 3, 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

NOTICE TO BIDDERS

2026 ANNUAL WELL MAINTENANCE CONTRACT

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

2026 ANNUAL WELL MAINTENANCE CONTRACT

until 11:00 A.M. on Tuesday, February 3, 2026 in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from **9:00 A.M. from Tuesday, January 20, 2026 until 4:00 P.M. Friday, January 30, 2026**. There is no charge for the bid documents.

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

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

Taylor D'Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 15, 2026
Freeport