

Board of Trustees Agenda

VILLAGE OF MAMARONECK BOARD OF TRUSTEES WORK SESSION AGENDA
August 12, 2024 AT 5:15 PM - 169 Mount Pleasant Avenue
NOTICE OF FIRE EXITS AND REQUEST TO
SILENCE ELECTRONIC DEVICES

ATTENDANCE

OPEN MEETING

1. PRESENTATION

- A. Complaint Tracking System Presentation by Cliff (Trustee Rawlings)

2. NEW BUSINESS

- A. Capital Vehicle Replacement Request for DPW (James Barney)
- B. Village of Mamaroneck awarded \$56,000 from NYSERDA to use to Purchase an Electric Vehicle and Conduct Energy Audits of the Pavilion & 169 Mount Pleasant Buildings (CSC 7/25)
- C. Field Feasibility Study Memo for the Athletic Field (Jeff Ahne 7/30)
- D. Creation of a Vision Zero Task Force (Trustee Yizar-Reid)
- E. Realigning Election Cycles to match changes at Town and County (Trustee Rawlings)

3. ITEMS FOR TONIGHT'S REGULAR MEETING

- A. Approval of Contract for Handhelds with FBS (Court)
- B. Funding for Cameras on Mamaroneck Avenue (Chief DiRuzza)
- C. Resolution to Increase Water Rates (25% Rate Increase) (Village Attorney 8/6)
- D. Marine Unit Roof

4. ITEMS FOR NEXT REGULAR

- A. Traffic Commission Recommendations - No Parking on Old White Plains Road and Madison Street (Trustee Yizar-Reid)
- B. RFP for School Crossing Guards (Chief DiRuzza)
- C. Volunteer Committee Matters for Budget, FMAC and Ethics (Trustee Young)
- D. Choose Developer for Hunter Tier Project (Trustee Rawlings) (no backup)
- E. Firefighter Self Rescue Kits/ Dispatch Pagers (James Barney 8/6)

5. EXECUTIVE SESSION - ADVICE OF COUNSEL

- A. Hunter Tier - Advice of Counsel (Trustee Young)
- B. Personnel Item (Village Manager) It is anticipated that a motion will be offered to enter into Executive Session pursuant to discuss the medical, financial, credit or

employment history of a particular person or corporation, or matters leading to the appointment of a particular person, or persons.

ADJOURN

ANY HANDICAPPED PERSON NEEDING SPECIAL ASSISTANCE IN ORDER TO ATTEND THE MEETING SHOULD CALL THE VILLAGE MANAGER'S OFFICE AT 914-777-7703

All Board of Trustee Regular, ZBA, Planning Board, and HCZM Meetings are Broadcast Live on LMC-TV:

Verizon FIOS Channels 34, 35 & 36

Cablevision Channels: 75, 76 & 77

And Streamed on the Web: www.lmc-tv.org

Village of Mamaroneck, NY

Item Title: Complaint Tracking System Presentation by Cliff (Trustee Rawlings)

Item Summary: Complaint Tracking System Presentation by Cliff (Trustee Rawlings)

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Capital Vehicle Replacement Request for DPW (James Barney)

Item Summary: Capital Vehicle Replacement Request for DPW (James Barney)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
E-mail - Vehicle Replacement Request	8/7/2024	Cover Memo

Courtney Wong

From: James Barney
Sent: Tuesday, July 02, 2024 11:14 AM
To: Charles Strome; Sally Roberts; Courtney Wong
Subject: Capital Vehicle replacement request



Franklin County



Mamaroneck



Mamaroneck
2024 Silverado 2...



Estimate_1634_fr...



ortiz snow
plow.pdf

Chuck,

I am requesting to follow my Capital request for vehicle replacement for DPW.

Please see the attached documents. Included you will find a Contract from Denooyer Chevrolet for Franklin County with a piggyback option. We would like to replace the two vehicles below with Chevy 2500 HD Pick-up trucks. One with a lift gate to replace the food scrap truck(75). One with a dump body like kind to our fleet of vehicles. We have repurposed a more practical vehicle to replace the sewer van(68) Also attached are the quotes for safety lights and snow plow.

Vehicles to be replaced are:

Truck 75, 2007 Ford F250 Pickup truck with 60,000miles.

Van 68, 2008 Ford Econovan, 76,000 miles.

I am requesting funding for:

One Chevy 2500HD Pickup with dump body, snow plow, and amber safety lights

Truck and dump body - \$70,252.60

Snow Plow - \$6,550.00

Amber safety Lights - \$1,733.64

Total Vehicle cost - \$78,536.24

One Chevy 2500HD Pickup with liftgate, snow plow, and amber safety lights

Truck and lift gate - \$60,309.60

Snow Plow - \$6,550.00

Amber Safety Lights - \$1,733.24

Total Vehicle Cost - \$68,592.84

These vehicles are not only very expensive to maintain due to their wear, but snow plow vehicles need to be reliable in case of emergency.

Please let me know if we can get this on the agenda for Monday. In order to secure a vehicle delivery slot, we would need to make this decision prior to September. Lead time for these vehicles is October if we can secure the funding soon.

Thanks,

James Barney
General Foreman
Public Works
Village of Mamaroneck
(914)351-6380



Village of Mamaroneck, NY

Item Title: Village of Mamaroneck awarded \$56,000 from NYSERDA to use to Purchase an Electric Vehicle and Conduct Energy Audits of the Pavilion & 169 Mount Pleasant Buildings (CSC 7/25)

Item Summary: Village of Mamaroneck awarded \$56,000 from NYSERDA to use to Purchase an Electric Vehicle and Conduct Energy Audits of the Pavilion & 169 Mount Pleasant Buildings (CSC 7/25)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Agreement with NYSERDA & VOM	8/7/2024	Cover Memo

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

AGREEMENT

1. Agreement Number: TBD
2. Contractor: Village of Mamaroneck
3. Project Director: Debbie Sullivan
4. Effective Date: 08/02/2024
5. Total Amount of Award: \$56,600
6. Project Period: 08/02/2024 - 08/31/2027
7. Expiration Date: 02/29/2028
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions

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

VILLAGE OF MAMARONECK

Signature: _____

Name: _____

Title: _____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

Signature: _____

NYSERDA Authorized Signatory

**Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
Village of Mamaroneck
CEC500670**

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Village of Mamaroneck (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

At the request of the Contractor, the scope of this project includes conducting one or more Clean Energy Communities (CEC) Energy Studies and/or Clean Heating and Cooling Screenings. The study(ies) will be prepared by a third-party vendor working on NYSERDA's behalf. This cost will be paid directly by NYSERDA to the third-party vendor. An amount equal to the cost of the CEC Energy Study(ies) and/or Clean Heating and Cooling Screenings has been deducted from the original grant award. This deduction is reflected in the Total Amount of Award listed at the top of this contract.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Electric Vehicle(s)

Contractor will purchase the electric vehicle(s) listed below. The exact make and model will be determined during the project design phase. Funds may be used for a vehicle wrap or decal(s) (with educational information) to highlight commitment to electric vehicles. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

- Purchase of a 2024 Chevy Equinox, or equal, to be assigned to the following location: 169 Mt Pleasant Ave, Mamaroneck, NY 10543

The estimated savings of this component is 0.5 metric tons of carbon dioxide equivalent (MTCO_{2e}).

Project Component: Clean Energy Communities (CEC) Energy Study(ies) and Building Upgrades

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor to complete a CEC Energy Study for the following facility(ies):

- 60-98 Harbor Island Park, Mamaroneck, NY 10543

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor at the vendor’s direction to complete the study, including but not limited to:

- Conducting a comprehensive walk through of the identified facility(ies)
- Interviewing site staff
- Collecting equipment nameplate and operational data
- Collecting and conducting utility bill analysis of no less than 12-months of use data
- Preparing an energy study report to be circulated among elected officials and staff
- Conducting a debrief with municipal officials to review the findings and recommendations presented in the report

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Electric Vehicle(s)

Requirements for this component:

- The vehicle shall be a new plug-in hybrid or battery electric vehicle.
- Vehicles shall be purchased and owned by the municipality, not leased.
- The vehicle may include a wrap or decal. If a wrap or decal is included, the design must be approved by NYSERDA.
- Vehicles must be manufactured for use primarily on public streets, roads, and highways and have a maximum speed capability of at least fifty-five miles per hour.

- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Project Component: Clean Energy Communities (CEC) Building Upgrades

Requirements for this component:

The funding may be used for the following purposes:

- Measures that are recommended in a NYSERDA Clean Energy Communities (CEC) Energy Study or ASHRAE Level II or III Energy Audit including:
 - o Lighting upgrades and lighting controls - indoor and outdoor
 - o High-efficiency motors, motor controls, variable speed drives
 - o Electric heating, ventilation & air conditioning (HVAC) improvements
 - o Building shell
 - o Energy management / building management systems (EMS/BMS)
 - o Demand Control Ventilation
 - o Solar thermal
 - o Water and Wastewater Treatment Process Improvements

The building, facility, and installed equipment must be owned by the Contractor.

NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

The Contractor may determine which eligible upgrades to implement provided the upgrades are recommended in an CEC Energy Study or ASHRAE Level II or III Energy Audit.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

1.0 Project Component: Electric Vehicle(s)

Deliverables for this component:

- Quotes for purchase of electric vehicle(s) that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the specifications of vehicle(s) to be purchased.

1.1 Project Component: Clean Energy Communities (CEC) Energy Study(ies)

Deliverables for this component:

- Copy of the final CEC Energy Study(ies). Submission of a CEC Energy Study constitutes acceptance of the study by the Contractor.

1.2 Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Quotes providing for the implementation of Building Upgrades that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

2.0 Project Component: Electric Vehicle(s)

Deliverables for this component:

- Final paid invoices, DMV-50 Form Retail Certificate of Sale, or DMV-82 Form: Vehicle Registration/Title Application
- Photographs of the purchased vehicle(s).
- Metrics Workbook (in Excel format) reflecting the specifications of vehicle(s) purchased.
- Additional incentive program applications or comparable information, if applicable.

2.1 Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the design and specifications of work as built.
- Additional incentive program applications or comparable information, if applicable

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA’s expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1.0	2/28/2025	Planning Phase – Electric Vehicle(s)	\$13,120.0
1.1	2/28/2025	Planning Phase – CEC Energy Study(ies)	\$0.00
1.2	8/31/2025	Planning Phase – CEC Building Upgrades	\$1,025.00
Project Completion Phase			
2.0	8/31/2027	Completion Phase – Electric Vehicle(s)	\$39,370.00
2.1	8/31/2027	Completion Phase – CEC Building Upgrades	\$3,085.00
		Total Project Budget	\$56,600.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

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

(a) General Definitions:

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

Budget: The Budget set forth at Exhibit A hereto.

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

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

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

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

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

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

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

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

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

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

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

Article II

Performance of Work

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

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

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

- (a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.
- (b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

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

Article IV

Payment

Section 4.01. Payment Terms. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless

NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments.

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

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

to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

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

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

shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

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

Article V

Assignments, Subcontracts and Performance

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

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

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

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

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

Article VII

Force Majeure

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

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

- (a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.
- (b) All Proprietary Information shall be the property of Contractor.

- (c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.
- (d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

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

- (a) all information provided, and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;
- (b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;
- (c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;
- (d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;
- (e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;
- (f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issue under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;
- (g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

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

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

(j) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement, ¹ including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA;

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

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

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

¹ <http://www.nyserda.ny.gov/About/Board-Governance.aspx>

Article X

Indemnification

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

Article XI

Insurance

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

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

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

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

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

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

NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

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

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

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

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

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

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

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to

the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

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

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

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

Section 12.03. Suspension or Termination for Non-Responsibility.

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

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

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents,

representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

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

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

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

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

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

- (a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:
- (i) via certified or registered United States mail, return receipt requested;
 - (ii) by facsimile transmission;
 - (iii) by personal delivery;
 - (iv) by expedited delivery service; or
 - (v) by e-mail, return receipt requested.

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

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203 Facsimile

Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

[Contractor}

Name:

Title:

Address: , Facsimile

Number:

E-Mail Address:

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

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

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

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

Article XVI

Publicity

Section 16.01. Publicity.

- (a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.
- (b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.
- (c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees

EXHIBIT C

REVISED 12/19

STANDARD TERMS AND CONDITIONS

FOR ALL NYSERDA AGREEMENTS

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

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

1. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or

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

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

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf. \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the

Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

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

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a

commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor.

Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section

5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
 - (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
 - (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.
16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15,

2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND

NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

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

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

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestmentact-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006.

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

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

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

504.4. Payment Procedures.

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

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

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

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

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

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

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

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

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

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

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

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

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

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this

Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

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

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

504.11. Court Action or Other Legal Processes.

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

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

Exhibit E Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically; therefore, the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

Village of Mamaroneck, NY

Item Title: Field Feasibility Study Memo for the Athletic Field (Jeff Ahne 7/30)

Item Summary: Field Feasibility Study Memo for the Athletic Field (Jeff Ahne 7/30)

Fiscal Impact: Price range for the Harbor Island Park athletic field feasibility study is between \$50,000 & \$75,000.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Athletic Field Feasibility Study	8/7/2024	Cover Memo

MEMORANDUM

To: Charles Strome, Interim Village Manager

From: Jeff Ahne, General Forman of Parks
Jason Pinto, Superintendent of Recreation

Re: Athletic Field Feasibility Study – Harbor Island Park

Date: July 29, 2024



Purpose

The purpose of this memo is to request a comprehensive feasibility study aimed at improving our sports fields to achieve fewer closures, increased revenue, reduced maintenance, enhanced playing experiences, quicker turnaround times on closures, and the potential reorganization of fields to include additional playing areas.

Background

Our sports complex faces challenges related to frequent field closures due to weather conditions and high maintenance demands. These issues not only affect user satisfaction but also limit revenue opportunities for our organization. Additionally, there is a growing demand for more playing fields to accommodate increased participation in various sports activities.

Proposal

We propose conducting a detailed feasibility study encompassing the following key components:

- **Reduction in Field Closures:** Evaluate strategies to minimize field closures through improved drainage systems, resilient playing surfaces, and weather-resistant field materials.
- **Increased Revenue Generation:** Assess opportunities to enhance revenue by optimizing field utilization, attracting more tournaments and events, and offering enhanced facilities that cater to diverse user groups.
- **Decreased Maintenance Requirements:** Explore alternatives to natural grass, such as synthetic turf or hybrid systems, to reduce maintenance costs and labor while ensuring high-quality playing conditions.
- **Enhanced Playing Experience:** Investigate technologies and materials that improve safety, performance, and overall satisfaction for athletes, coaches, and spectators.
- **Quicker Turnaround on Field Closures:** Identify solutions to expedite recovery and readiness of fields after adverse weather conditions or heavy use, minimizing disruptions to scheduled activities.

- **Field Reorganization:** Evaluate the feasibility of reorganizing existing field layouts or expanding the complex to include additional playing fields, optimizing space utilization and accommodating growing demand.

Benefits

The implementation of findings from this feasibility study is anticipated to yield significant benefits:

- **Operational Efficiency:** Improved field reliability and reduced maintenance requirements will enhance operational efficiency and resource allocation.
- **Enhanced User Satisfaction:** Better playing conditions and increased field availability will improve satisfaction among athletes, coaches, and spectators, promoting increased usage and loyalty
- **Revenue Growth:** Expanded capacity for tournaments and events will create new revenue streams, contributing to the financial sustainability of our sports complex.

Estimated Cost

Price range for the Harbor Island Park athletic field feasibility study is between \$50,000 & \$75,000.

Next Steps

We seek your approval to proceed with the request for proposals for this comprehensive athletic field feasibility study. We are seeking to engage with reputable consultants and experts in sports field management and construction. Their expertise will provide valuable insights and recommendations to guide future athletic field investments and improvements.

Village of Mamaroneck, NY

Item Title: Creation of a Vision Zero Task Force (Trustee Yizar-Reid)

Item Summary: Creation of a Vision Zero Task Force (Trustee Yizar-Reid)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Vision Zero	8/8/2024	Cover Memo

APRIL 21, 2023 • BY JENN FOX • IN CASE STUDIES, NEWS

Where to Start on the Road to Vision Zero

Interest in Vision Zero is growing across the U.S. and the world. Many are wondering: “Where do we start?” While every community is different, there are some common first steps that we recommend. So, whether you are a mayor, a transportation planner or engineer, or a community advocate, we hope the following list of early actions – and linked resources – will support your work on the road to Zero.

1. Build on Vision Zero fundamentals & Safe System approach

Vision Zero is a strategy to eliminate roadway deaths and severe injuries, while increasing safe, healthy, equitable mobility for all. It is built on the belief that all people have the right to safe mobility. The foundation of Vision Zero is the Safe System approach, which recognizes that people will sometimes make mistakes and that human bodies are vulnerable.

PERFECT human behaviour

Prevent **COLLISIONS**

INDIVIDUAL responsibility

Saving lives is **EXPENSIVE**

VS

Integrate **HUMAN FAILING** in approach

Prevent **FATAL AND SEVERE CRASHES**

SYSTEMS approach

Saving lives is **NOT EXPENSIVE**

More is described in our *Core Elements for Vision Zero Communities* and our webinar *Vision Zero 101*

Common question: What is the Safe System approach and why is it so important to Vision Zero? The Safe System approach focuses on the responsibility to do all we can to both prevent crashes from happening, and to minimize the harm caused when crashes do occur. Vision Zero is more than a goal, or a slogan, or even a new program – it is a *fundamental* shift in how we think about and work on roadway safety. Leaders from Tacoma, Philadelphia, and Denver explain in this Safe System Foundation webinar.

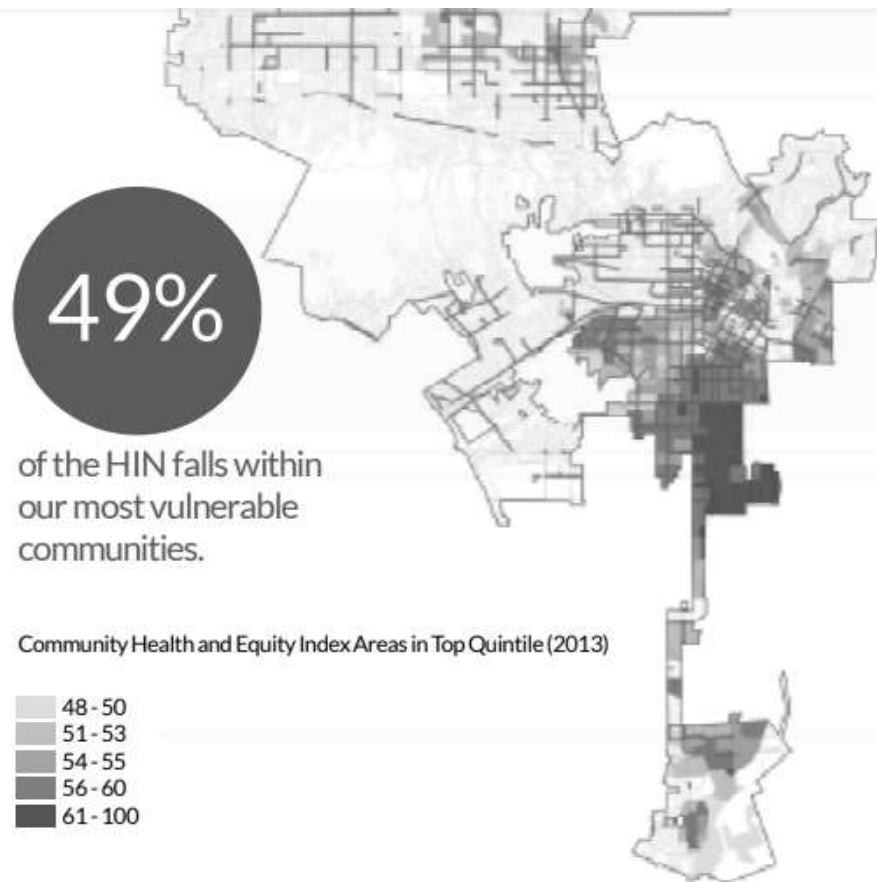
Common question: What is the role of enforcement? Traditional roadway safety efforts have emphasized the personal responsibility of individuals, focusing on encouraging, educating and enforcing strategies to help people behave responsibly. The Safe System approach, on the other hand, recognizes that people will inevitably make mistakes, so focuses upstream on designing and managing safe systems – road infrastructure, vehicles, and related policies, rather than relying on enforcement. We encourage communities to depend less on this reactive, punitive strategy and to center equity. Read more about rethinking the role of enforcement in traffic safety [here](#) and [here](#).

2. Assess your community's traffic safety situation

Vision Zero focuses on preventing roadway deaths and serious injuries. This starts with understanding what and where the most problems are, then prioritizing resources to make systemic improvements. Data should be analyzed over at least five years to identify locations and types of serious crashes and

can omit important information, with public health and equity data for a fuller picture, as described here.

With this data, communities should develop a High Injury Network (HIN) to focus limited resources on the most problematic locations and issues. It is important to overlay the HIN with other data – such as health equity and demographic information.



Los Angeles overlaid its High Injury Network with data from the city's Health and Equity Index to combine demographic, socio-economic, health conditions, land use, transportation, crime, and pollution burden into a single lens to inform infrastructure investment priorities.

In addition to this quantitative data, practitioners should bring in qualitative data derived from community engagement. Numbers and statistics don't always tell the full story, and people's lived experiences are necessary to developing a full picture of risk factors on the HIN. For example, some streets might be intimidating to walk or bike on, deterring people or causing people to make unsafe choices. Community engagement to understand more about placement of safe crossings or streetlights could improve safe access. This multi-layered input should inform your Vision Zero work – from planning to prioritization to action and accountability.

engage diverse stakeholders in shaping the work, build buy-in for change, and foster support for Vision Zero safety actions.

Common question: When is the best time to involve the community? The community should be engaged early and often. Read more about Promising Practices for Meaningful Public Involvement in Transportation Decision-Making, developed by the U.S. Department of Transportation. Vision Zero's data-driven, Safe System approach helps us recognize that many of traffic safety problems are not accidental; rather they stem from patterns of disinvestment and under-investment in communities, particularly historically Black communities. More about reaching out to, and compensating participants in underserved communities for their input is described here: [Building Capacity & Empowering People with Funding](#).

Common question: Is a Vision Zero Task Force needed? Because Vision Zero tackles interconnected systems affecting mobility – transportation, law enforcement, policy, health, technology, communication – communities need to ensure meaningful interagency collaboration. The Task Force should meet regularly and support consistent communication, coordination and adaptive management. Our resource about creating and sustaining a strong Task Force shares ways to maintain focus, collaboration, and accountability over time.

4. Leadership and sustained commitment are critical

An urgent, clear, and sustained public commitment to reaching Vision Zero within a set timeframe should come from the highest-ranking public officials in a community, usually the Mayor and City Council, as well as leaders of the major agencies that should be involved. Check out this [Components of a Strong Vision Zero Commitment](#) one-page reference, read this [CityLab](#) article, and download a [Vision Zero Model Resolution](#) developed by Change Lab Solutions. Building strong, cross-agency leadership and institutionalizing commitments is important, as elected leaders will move on.

A clear signal of priority from community leaders is also important in aligning the multiple agencies that influence roadway safety issues – from the transportation/public works department, to include

improvement resolutions, and budgets for accelerating improvements.

5. Develop, implement, and monitor a strong Vision Zero Action Plan

A Vision Zero Action Plan should be based on data and community input (see #2 above); identify priorities and strategies; and provide transparency and accountability. While the goal, or vision, is important, the Plan also needs actionable strategies, focused on managing speeds, designing roadways for safety, and centering equity (more described [here](#)). Each Action Plan strategy should identify the lead agency responsible, along with supporting/partner agencies, a projected timeline, and budget needs. Components should be underpinned by a process of continued community engagement and attention to equity. Check out:

- [Guidelines for an Effective Vision Zero Action Plan](#)
- [Moving from Vision to Action: Fundamental Principles, Policies & Practices to Advance Vision Zero in the U.S.](#)
- [The Collaborative Sciences Center for Road Safety Resource Hub and Vision Zero Plan list](#)
- [Webinar series: Fundamentals for Vision Zero Action Planning](#)

Common question: *Should we hire a consultant to develop the Action Plan or develop the Plan in-house?*

Either approach can be effective, as long as in-house staff and leadership are deeply involved and feel ownership over Plan development and results. The *process* of development is just as important as the Plan itself because it brings key players more fully into the work.

Common question: *How can we track progress (and challenges) and update the public?* Regular updates in public meetings and annual reports help communities to evaluate and improve work toward Vision Zero. For example, Denver speaks about their monitoring and prioritization work in [this webinar](#). And advocates have an essential role to play, as described in [this webinar](#) about Vision Zero review and report cards.

traditional enforcement.

Additional Questions

Common question: *How can we fund Vision Zero efforts?* Resources are available for roadway safety improvements. Consider the USDOT Safe Streets and Roads for All grant program and learn about state funding.

Common question: *My community is small or rural, does Vision Zero fit for us?* The fundamental principles of Vision Zero and the Safe System approach are the same, though may have different applications depending on the kind of community. National Center for Rural Road Safety and FHWA resources focus on smaller and rural communities.

Common question: *What's the role of regional entities in Vision Zero?* Learn about ways to coordinate with regional partners, such as Metropolitan Planning Organizations (MPOs): Centering Safety at Metropolitan Planning Organizations by Vision Zero Network and a Guide for Metropolitan Planning Organizations and Local Communities by FHWA.

The need for change is urgent: an average of 115 people lose their lives each day in this nation in roadway crashes. The loss and suffering are avoidable, and we have a responsibility to prevent these tragedies with safer systems for everyday transportation. Vision Zero's priorities to engage the community, center equity, build safe systems and manage speed may look different in different communities, and they core to making life-saving, lasting change.

What we do matters. In your work, remember that Vision Zero is not just a tagline — it is a fundamental shift in how we think about and approach safe mobility. Vision Zero Network is excited to support your community toward the goal of safe mobility for all people.

Learn more: High Injury Network, Safe System, Vision Zero Action Plan, Vision Zero Task Force

Recent Posts

Safe Speeds Ahead: The Promise of Intelligent Speed Assistance

Recent Webinars

Innovating for Quicker, Low-Cost Safety Solutions

Vision Zero 101: What It Means to Invest in a Safe System for All

Empowering Community: Meaningful Engagement in Vision Zero Efforts

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ABOUT US

The Vision Zero Network is a collaborative, nonprofit campaign helping communities set and reach the goal of Vision Zero – eliminating traffic fatalities and severe injuries among all road users – while increasing safe, healthy, equitable mobility.

WHO WE ARE

[VISION ZERO NETWORK](#)

[WHAT IS VISION ZERO?](#)

[OUR TEAM](#)

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WHAT WE DO

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The Vision Zero Network is a fiscally sponsored project of **Community Initiatives**

Website designed by **Eric Tuvel**

Village of Mamaroneck, NY

Item Title: Realigning Election Cycles to match changes at Town and County (Trustee Rawlings)

Item Summary: Realigning Election Cycles to match changes at Town and County (Trustee Rawlings)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Election Cycle Backup	8/7/2024	Cover Memo

STATE OF NEW YORK

3505--B

2023-2024 Regular Sessions

IN SENATE

January 31, 2023

Introduced by Sens. SKOUFIS, SALAZAR -- read twice and ordered printed, and when printed to be committed to the Committee on Elections -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the town law, the village law, the county law, and the municipal home rule law, in relation to moving certain elections to even-numbered years

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 80 of the town law is amended to read as follows:
2 § 80. Biennial town elections. [~~Except as otherwise provided in this~~
3 ~~chapter, a~~] Notwithstanding any provision of any general, special or
4 local law, charter, code, ordinance, resolution, rule or regulation to
5 the contrary, a biennial town election for the election of town
6 officers, other than town justices or any town office with a three-year
7 term prior to January first, two thousand twenty-five, and for the
8 consideration of such questions as may be proposed by the town board or
9 the duly qualified electors, pursuant to the provisions of this chapter,
10 shall be held on the Tuesday next succeeding the first Monday in Novem-
11 ber of every [~~odd-numbered~~] even-numbered year. All other town elections
12 are special elections. A town election or special town election held
13 pursuant to this chapter, shall be construed as a substitute, for a town
14 meeting or a special town meeting heretofore provided to be held by law,
15 and a reference in any law to a town meeting or special town meeting
16 shall be construed as referring to a town election or special town
17 election. Any town completely coterminous with a village shall continue
18 to elect its officers, including town justices, in odd-numbered years if
19 both such village and town last held such elections in an odd-numbered
20 year prior to January first, two thousand twenty-five.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD06852-13-3

1 § 2. Subdivision 4 of section 17-1703-a of the village law, as amended
2 by chapter 513 of the laws of 2022, is amended to read as follows:

3 4. In any case in which the proposition provided for in subdivision
4 one of this section shall have resulted in favor of the local government
5 operating principally as a town, then, at the regular village election
6 next ensuing, all offices to be filled thereat shall be filled for terms
7 to end at the conclusion of the then current calendar year. The term of
8 office of each other elected village office shall also end at the
9 conclusion of said then current calendar year, notwithstanding that any
10 such term of office originally extended beyond such date. The offices of
11 supervisor, four town council members and two town justices shall be
12 filled by election as hereinafter provided at the November general
13 election next following the effective date of the creation of such town
14 or annexation of such territory; all other town offices shall be appoin-
15 tive. The election of the supervisor, council members and justices shall
16 be for terms of office as follows:

17 (a) If such election is held in an [~~odd-numbered~~] even-numbered year,
18 then the term of office for supervisor shall be the term regularly
19 provided by law; the terms of office for two council members shall be
20 the terms regularly provided by law and the terms for the other two
21 council members shall be two years each; the term for each justice shall
22 be the term regularly provided by law. Upon the expiration of the two
23 year term for council members as above provided, the terms for such
24 offices shall be as regularly provided by law.

25 (b) If such election is held in an [~~even-numbered~~] odd-numbered year,
26 then the term of office for supervisor shall be one year; the terms of
27 office for council members shall be one year for two council members and
28 three years for the other two council members and the terms of office
29 for each justice shall be for the remainder of the then unexpired terms.
30 Thereafter, each office shall be filled for the term regularly provided
31 by law.

32 § 3. Section 400 of the county law is amended by adding a new subdivi-
33 sion 8 to read as follows:

34 8. Notwithstanding any provision of any general, special or local
35 law, charter, code, ordinance, resolution, rule or regulation to the
36 contrary, all elections for any position of a county elected official
37 shall occur on the Tuesday next succeeding the first Monday in November
38 and shall occur in an even-numbered year; provided however, this subdivi-
39 vision shall not apply to an election for the office of sheriff, county
40 clerk, district attorney, family court judge, county court judge, surro-
41 gate court judge, or any offices with a three-year term prior to January
42 first, two thousand twenty-five.

43 § 4. Paragraph g of subdivision 3 of section 34 of the municipal home
44 rule law, as amended by chapter 24 of the laws of 1988, is amended and a
45 new paragraph h is added to read as follows:

46 g. In this chapter or in the civil service law, eminent domain proce-
47 dure law, environmental conservation law, election law, executive law,
48 judiciary law, labor law, local finance law, multiple dwelling law,
49 multiple residence law, public authorities law, public housing law,
50 public service law, railroad law, retirement and social security law,
51 state finance law, volunteer firefighters' benefit law, volunteer ambu-
52 lance workers' benefit law, or workers' compensation law[-]; and

53 h. Insofar as it relates to requirements for counties, other than
54 counties in the city of New York, to hold elections in even-numbered
55 years for any position of a county elected official, other than the
56 office of sheriff, county clerk, district attorney, family court judge,

1 county court judge, surrogate court judge, or any county offices with a
2 three-year term prior to January first, two thousand twenty-five.

3 § 5. Notwithstanding any provision of any general, special or local
4 law, charter, code, ordinance, resolution, rule or regulation to the
5 contrary, a county elected official, or town elected official, subject
6 to the requirements of sections one, two, three, or four of this act,
7 elected and serving their term as of January 1, 2025 shall complete
8 their full term as established by law. Provided, however, that if the
9 completion of such full term results in the need for an election in an
10 odd-numbered year after January 1, 2025, the county or town official
11 elected at such election shall have their term expire as if such offi-
12 cial were elected at the previous general election held in an even-num-
13 bered year. Provided, further, that such term shall not be applicable to
14 any general, special, or local law pertaining to term limits. Nothing in
15 this act shall prohibit a county, town, or any village subject to arti-
16 cle seventeen of the village law, from enacting a local law to alter or
17 permit alteration of an official's term limit.

18 § 6. Severability. If any provision of this act is held invalid or
19 ineffective in whole or in part or inapplicable to any person or situ-
20 ation, such invalidity or holding shall not affect, impair or invalidate
21 other provisions or applications of this act that can be given effect
22 without the invalid provision or application, and all other provisions
23 thereof shall nevertheless be separately and fully effective, and to
24 this end the provisions of this act are declared to be severable.

25 § 7. This act shall take effect immediately; provided however that
26 sections one, two, three and four of this act shall take effect January
27 1, 2025.

Village of Mamaroneck, NY

Item Title: Approval of Contract for Handhelds with FBS (Court)

Item Summary: Approval of Contract for Handhelds with FBS (Court)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Pricing of Handhelds	8/7/2024	Cover Memo
Agreement with FBS	8/7/2024	Cover Memo
Resolution	8/8/2024	Cover Memo
memo	8/12/2024	Cover Memo

Exhibit A

Digital Enforcement Hardware Software Configurations and Support

For: Village of Mamaroneck, NY

Provided by: FBS, Inc. Date: July 17, 2024

Invoice Detail

Item Name	Item Description	Unit Price	Qty	Total
Hardware	Handheld Device: Zebra TC26 Handheld Computer WWAN - Single-WAN, SIM, GMS, SE4710, NFC, Zebra TC78 4GB/64GB, 13 MP RFC, SMP FFC, 2-pin connector, Basic Battery, NA	\$ 2,601.00	6	\$ 15,606.00
	Device Accessories Micro USB active-sync and charging cable. Allows for active-sync connectivity between the mobile computer and desktop. Power charger.	\$ 11.93	6	\$ 71.58
	Printer Seiko MP-B30 Mobile Printer, Bluetooth, 203 DPI	\$ 372.62	6	\$ 2,235.72
	Device Accessories (bundled) AC adapter, Battery, USB cable, Belt clip, Sample roll paper	\$ 56.17	6	\$ 337.02
Software	Software Agreement Sidekick Software use; fully loaded application installed on device; ticket writing features with pre configured and pre loaded customer specific data. Three (3) year term pricing	\$ 2,609.99	6	\$ 15,659.94
Integrations	Kiosks and Mobile Pay Application	\$ 2,500.00	2	\$ 5,000.00
Deployment	Deployment Setup, Cloud Intergration, training			\$ 2,300.00
Support & Warranties				
Grand Total				\$ 41,210.26

FBS PARKING ENFORCEMENT & MANAGEMENT SERVICES AGREEMENT

This FBS PARKING ENFORCEMENT & MANAGEMENT SERVICES AGREEMENT (hereafter referred to as "Agreement") is made and entered into on the [insert day] day of [insert month], [insert year], ("Effective Date") by and between Village of Mamaroneck, a municipal corporation with offices at 123 Mamaroneck Ave. Mamaroneck, NY (hereafter referred to as "CLIENT") and FUNDAMENTAL BUSINESS SERVICE, INC., 14 Front Street, Hempstead, NY 11550 (hereafter referred to as "FBS").

RECITALS

WHEREAS, FBS is a company with experience providing parking enforcement and case management services to local government entities in the State of New York, as described herein; and

WHEREAS, CLIENT is a local government entity in the State of New York in need of such services; and

WHEREAS, CLIENT has selected FBS to perform such services for CLIENT;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises and covenants set forth herein, FBS and CLIENT mutually agree as follows:

1. Term & Termination

1.1. Term

The "Term" of this Agreement will commence on the Effective Date written above and will continue for a period of three (3) years, unless extended or terminated as described herein:

1.1.1. Extension of Term By Written Agreement

At any time, the Term of this Agreement may be extended for an additional three (3) years by mutual agreement by both parties giving written notice to the other, expressing agreement to an extension.

1.1.2. Extension of Term By Continuation of Services

If CLIENT continues to use FBS services after the end of the Term without written agreement to extend the Term, CLIENT agrees that the Term of this Agreement will continue on a month-to-month basis subject to 30-day cancellation notice by CLIENT and 90-day cancellation notice by FBS.

1.2. Termination

1.2.1. Expiration of Term and Discontinuation of Services

This Agreement terminates when the following two (2) conditions occur: a) expiration of the Term; and b) discontinuation of all services described herein.

1.2.2. For Breach

This Agreement terminates upon breach by either party, but only after: i) the non-breaching party gives the breaching party written notice with thirty (30) days to cure; and ii) the breaching party fails to cure the breach within such timeframe.

2. Independent Contractor Relationship

FBS is an independent contractor of CLIENT. FBS is not an employee or agent of CLIENT. All agents, independent contractors, attorneys, and third-party vendors and affiliates of FBS are and shall be the sole responsibility of FBS and shall not constitute or incur any additional obligations on the part of CLIENT, unless otherwise stated herein.

All costs of operation incurred by FBS in furtherance of the services enumerated in this Agreement shall be borne solely by FBS; except those expressly addressed by other provisions in this Agreement.

All fees imposed directly upon CLIENT by other entities are the obligation of and must be paid directly by CLIENT to such other entities. Such fees anticipated to be imposed directly upon CLIENT by other entities include, but are not limited to, statutory court fees, court filing fees, and fees imposed by the New York State Department of Motor Vehicles.

3. Compensation

3.1. For “Core Services”

In exchange for the Core Services described in Section 4 (Core Services) herein, CLIENT agrees to compensate FBS on a contingent basis, such that FBS is entitled to receive a percentage of monetary amounts entered into the FBS CaseTrax Application as actually receipted from violators during the Term of this Agreement. Such compensation is calculated based on the table of intervals and percentages below. Each interval represents the age of a case in reference to the date of issuance of the corresponding charging document (i.e., ticket/summons/information):

Interval/Age of Case from Violation Issuance	Fee Contingent Percentage of Actual Receipts Entered into CaseTrax
31 Days Forward From Issuance	29%

The compensation due FBS shall be based upon a percentage of actual receipts and not upon the original face amount(s) of charging instruments. FBS shall submit invoices and be compensated pursuant to customary CLIENT billing procedures.

3.2. For “Other Services and Products”

CLIENT agrees to compensate FBS the additional amount identified in Exhibit A as the “Total Client Cost” for Exhibit A items, if any. Exhibit A is hereby incorporated herein by reference.

4. Core Services

“Core Services” means all the services and products identified in this Section 4 (Core Services).

4.1. Onboarding

FBS shall convert and import into its CaseTrax Application CLIENT’S existing summonses, tickets, informations, and other charging instruments pertaining to parking and other local ordinance violations (hereinafter “Violations” and/or “Cases”) that were issued within eight (8) years prior to the Effective Date of this Agreement, as provided by CLIENT in its existing database, or as otherwise agreed and memorialized in a writing separate from this Agreement. CLIENT is responsible for cooperating with FBS and providing FBS with a data file and metadata explaining data file contents for all such Violations, including complete information on payment of fines, fees, and surcharges for such Violations.

FBS shall configure CLIENT preference options in CaseTrax using current CaseTrax configuration tools; and train CLIENT on how to issue and process Violations using FBS CaseTrax and related products.

4.2. Case Processing

For all existing and new Violations in CaseTrax, FBS shall provide the following services, as applicable:

4.2.1. DMV

Electronically obtain from the Department of Motor Vehicles the name, address, and vehicle registration numbers using the Violation information provided and maintained by CLIENT in CaseTrax, which includes license plate numbers.

4.2.2. Skip Tracing

FBS may use lawful skip tracing procedures to locate delinquent violators, if determined by FBS to be necessary or appropriate.

4.2.3. Correspondence

FBS shall forward copies of all correspondence received from violators or other sources and shall notify CLIENT and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.

4.2.4. Report Analytics; Fine Remittance Tracking and Reports.

FBS shall provide reporting and analytics tools for custom reports and a library of pre-built reports. FBS shall maintain account files that reflect the amount of fines remitted by violators to CLIENT during the Term of this Agreement and shall provide a monthly fine remittance report to CLIENT by or before the 15th of each month showing fine remittances for the previous month.

4.2.5. Noticing for Unanswered Violations

When Violations are unanswered, FBS shall send a series of notices to all delinquent violators identified in CaseTrax, on a notice form and schedule approved by CLIENT prior to transmission. FBS shall send notices on behalf of the CLIENT and notices in the name of FBS as third-party collections notices; at intervals identified in the schedule approved by CLIENT. Such notices will be discontinued when payment is received by CLIENT. FBS shall provide a

warning in such notices, stating that failure to respond may result in the entry of a civil judgment.

4.2.6. Information For Responding Violators

FBS shall provide all responding violators with information regarding all outstanding violations, including violations number, date and type of violation, license plate number and amount of fine.

4.2.7. Scofflaw Notifications

FBS shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations in an eighteen (18) month period in accordance with New York State Vehicle and Traffic Law ("NYS VTL"). FBS shall digitally prepare all notices to be sent to scofflaws and provide such to CLIENT for printing and mailing according to law.

4.2.8. Noticing for Default Judgments

FBS shall digitally prepare all notices for civil default judgments as directed by CLIENT and provide such to CLIENT for printing, docketing, and mailing according to law.

4.2.9. Online Public Access Portal

FBS shall provide an online public access portal named "ParkingTicket Assist" (located online at www.parkingticketassist.com), with online payment and other services to facilitate violator compliance.

4.2.9.1. Online Payment

ParkingTicket Assist facilitates online electronic credit and debit card payments from violators, while interfacing with the CaseTrax database.

During the Term of this Agreement, ParkingTicket Assist will interface with the backend card payment processing provider "AllPaid" (see www.allpaid.com). ParkingTicket Assist: 1) enables ticket look-up and payment selection by a defendant/violator; 2) forwards data describing the payment amount and corresponding tickets to AllPaid (the designated card payment processing provider); 3) receives payment confirmation or rejection data back from AllPaid; and 4) updates CLIENT's CaseTrax Case records to reflect payments processed by AllPaid. Separate from AllPaid, FBS does not collect or store card payment account numbers or other card information on FBS-controlled systems and does not serve as CLIENT's card payment processing provider. Moreover, FBS does not serve as an escrow agent for CLIENT in connection with the processing of card payments. FBS merely facilitates online payments by connecting violators to the designated card payment processing provider and updating CLIENT's CaseTrax Case records accordingly, to reflect payments made and processed.

To engage AllPaid as CLIENT's card payment processing service provider, CLIENT must enter into AllPaid's separate agreement (currently known as a "Participation Agreement"), which contains all covenants, representations, warranties, and disclaimers between CLIENT and AllPaid. As CLIENT's merchant services provider, AllPaid deposits ACH payments directly to designated CLIENT bank accounts. FBS is not a party to AllPaid's Participation Agreement. Moreover, FBS is not responsible for and has no control over the systems or acts of AllPaid. FBS does not charge any

additional fees for CLIENT to use its ParkingTicket Assist portal; however, transactional convenience fees are charged by AllPaid to violators who use the service, as described in the agreement between CLIENT and AllPaid. Exhibit B, if annexed hereto, is an example of AllPaid's Online Payment Convenience Fee Table.

To use this service, CLIENT HEREBY DESIGNATES ALLPAID AS CLIENT'S CARD PAYMENT MERCHANT SERVICE PROVIDER AND AUTHORIZES FBS TO INTERFACE WITH ALLPAID, THROUGH PARKINGTICKET ASSIST, TO FACILITATE ONLINE CARD PAYMENTS. CLIENT HEREBY AGREES TO HOLD FBS HARMLESS AND INDEMNIFY FBS AGAINST ANY LIABILITY IMPOSED UPON FBS AS A RESULT OF ANY ACTS OF CLIENT OR CLIENT'S DESIGNATED CARD PAYMENT PROCESSING PROVIDER IN CONNECTION WITH THIS SERVICE.

4.2.9.2. eResolve Dispute Resolution

ParkingTicket Assist facilitates online pleas by violators and the collection of dispute information from violators.

4.2.10. Conference and Trial Calendar Management and Case Dispositioning

FBS shall provide conference and trial calendar management and case dispositioning, with corresponding noticing to violators, through its CaseTrax Application.

4.3. Diligent and Reputable Collections

FBS agrees to devote reasonable best efforts to recover the full amount of violations placed for collection through persistent and diligent activity, which shall be at all times legal and ethical and in compliance with applicable government rules and regulations (federal, state, and local). FBS shall strive to maintain and preserve CLIENT'S goodwill and reputation.

4.4. Record Maintenance and Confidentiality.

FBS shall maintain all records in relation to this Agreement and perform services as required herein at and from its own business premises. At all times that FBS holds CLIENT records or data in its possession, FBS shall protect the confidentiality and security of such records and data as required by applicable federal, state, and local law.

5. Other Services and Products

"Other Services and Products" means all items identified in Exhibit A, if any. In addition to the FBS Core Services described in the previous section of this Agreement, FBS agrees to supply, if applicable, software and equipment contained in Exhibit A.

Unless otherwise provided in Exhibit A, CLIENT shall be responsible for repairing and replacing equipment identified in Exhibit A that is lost, stolen, or damaged as a result of CLIENT'S negligence or failure to provide proper care, use, and protection of such equipment. FBS shall be responsible for all other maintenance and configuration needed to keep equipment in good working order and shall replace equipment that fails under warranty provisions or when FBS determines a failure is not due to CLIENT'S lack of proper care, use, and protection.

6. Violators Pay CLIENT Not FBS

All payments remitted by violators in response to the efforts of FBS shall be remitted directly to CLIENT. In no instance shall FBS engage in the service of, or be considered in any way to be, an escrowee of CLIENT.

7. Indemnification

FBS agrees to hold CLIENT harmless and indemnify against any liability imposed upon CLIENT as a result of acts committed by FBS, in violation of this Agreement and all applicable federal, state and local law and regulations. CLIENT agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous or incorrect information transmitted by CLIENT to FBS and actions taken by FBS in reliance thereon.

8. Notice To Other Party

Notice shall be delivered to the address first written above. Notice is effective upon delivery unless notice is delivered by mail, in which case notice is effective 3 days after mailing.

9. Upon Expiration or Termination

Upon expiration or termination of this agreement:

- 9.1. FBS shall give CLIENT all CLIENT records and data pertaining to this Agreement;
- 9.2. CLIENT shall return all property and discontinue use of all software and intellectual property owned or furnished by FBS, including all items referenced in this Agreement and Exhibit A; and
- 9.3. CLIENT will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of termination or cancellation.

10. Intellectual Property; Ownership

Except as otherwise provided herein, all equipment, hardware, and software provided by FBS during the course of this Agreement shall remain the property of FBS or the entity which licenses its use. All intellectual property provided by FBS during the course of this Agreement shall remain the property of FBS or the entity which licenses its use. All right, title and interest in and to any technical information of either party that is provided to the other party in the course of the provision of FBS services or any portion thereof, including all ideas, concepts, software, interfaces, designs, text, graphics, animation, audio and/or digital video components, and all other component materials that are created by or for either party to this Agreement, including without limitation, any patents, copyrights, trademarks, trade secrets, and other intellectual or industrial property rights therein, shall remain the exclusive property of the providing party. All patents and other intellectual property and related rights in and to all inventions made and technical information developed jointly by the parties in the course of performance under this Agreement shall be jointly owned by the parties and each party shall have the right to grant licenses to any third party for such jointly owned property without accounting to the other party. Both parties hereby grant to the other a non-exclusive limited license to use the intellectual property of the other as needed to perform obligations under this Agreement. When FBS has Town records or data in its possession it shall protect the confidentiality and security of such records and data as required by all applicable federal, state, and local laws.

11. Data Backups

Backup copies of all CLIENT records are retained by FBS in such a manner that all records are fully recoverable. This is achieved using a combination of image copies, incremental backups, differential backups, transaction logs, and other techniques.

12. Entire Agreement

This Agreement sets forth all of the terms and conditions of the agreement between the parties and may only be changed by a writing executed by both parties, except as otherwise provided herein.

13. Governing Law; Venue

This Agreement shall be governed by the laws of the State of New York. The venue for any state claim or proceeding asserted to enforce this Agreement shall be Nassau County, New York.

IN WITNESS WHEREOF, the parties have read the foregoing and have caused their duly authorized Representatives to enter into this Agreement, effective as of the date first written above.

FBS

By: _____
(signature)

Printed
Name: Dennis J. Farrell
Title: President
Date Signed: _____

CLIENT

By: _____
(signature)

Printed
Name: Sharon Torres
Title: Mayor
Date Signed: _____

OPTIONAL:

Approved as to form:

By: _____
(signature)

Printed
Name:
Title:
Date Signed: _____

RESOLUTION RE:

PARKING ENFORCEMENT AND MANAGEMENT SERVICES

WHEREAS, by resolution dated February 22, 2016, the Board of Trustees authorized the execution of a renewal agreement with Complus Data Innovations (Complus) of Tarrytown, NY to provide parking citation management services; and

WHEREAS, by resolution dated September 27, 2021, the Board of Trustees authorized the execution of an agreement with Passport Inc. of Charlotte, NC, the successor to Complus, to continue providing parking citation management services to the Village; and

WHEREAS, Passport has been unable to perform the agreed upon services to manage the Village's parking enforcement needs, and on January 9, 2023 Passport was notified that it was in breach of the agreement, and the Village requested that Passport address and cure its systematic failures, and

WHEREAS, despite staff's diligent efforts to work with Passport, these issues were not resolved, and staff finds the continuing use of Passport's services to be ineffective and overly burdensome; and

WEHREAS, staff has identified another vendor that provides municipal parking enforcement and management services, FBS; and

WEHREAS, staff has confirmed with neighboring municipalities working with FBS that they are satisfied with FBS's products and services, and these municipalities have reported that the transfer from Passport to FBS was effective, now therefore be it

RESOLVED, by the Board of Trustees of the Village of Mamaroneck, that the Village Manager is authorized to terminate the agreement with Passport; and be it further

RESOLVED, that the Village Manager is authorized to negotiate and execute an agreement for parking enforcement and management services with FBS; and be it further

RESOLVED, that the Village of Mamaroneck is authorized to undertake any administrative acts as may be required to transfer from Passport to FBS services, and any further administrative acts as needed pursuant to the terms of the FBS agreement.

VILLAGE OF MAMARONECK
JUSTICE COURT
(914) 777-7758 (phone)
(914) 777-7710 (fax)

MEMORANDUM

TO: Charles Strome, Interim Village Manager
FROM: Judge Daniel J. Gallagher
Bonnie Casterella
RE: Parking Ticket Processing Vendor Replacement
DATE: June 12, 2024
CC: Judge Christie Derrico
Chief Sandra DiRuzza
Mary Desmond, Esq.
Courtney Wong

Following up on our Zoom call earlier today, the Court is asking that our current parking ticket processing vendor, Passport, be replaced by FBS. This change has been years in the making. As we have advised, Passport replaced our then vendor, Complus, as the Village's parking ticket processing vendor in early 2022 after Complus was acquired by Passport. Subsequently, then Village Manager Barberio authorized a new Passport contract without consulting the Court.

It soon became apparent that Passport was not up to the job. Several software and other errors for which Passport was responsible have surfaced over the years. These errors required extensive effort by Court staff to correct. For example, people were incorrectly sent parking tickets, which resulted in unhappy calls from residents and time spent Court staff sorting out the errors. And it was next to impossible to get anyone from Passport on the phone for help. They simply have no meaningful customer service.

We conducted a survey of Westchester County courts and have found that FBS Parking Solutions is the favored vendor. We also understand that FBS has a robust customer service team. Courts currently using FBS include Harrison, Pleasantville, Ardsley and Briarcliff Manor. Furthermore, our survey revealed almost unanimous displeasure among Westchester courts that still use Passport.

FBS made a presentation to Court staff, Chief DiRuzza and Parking enforcement earlier this year. We understand that Parking Enforcement has also tested the FBS handheld hardware. FBS has submitted a proposal. The full proposal was previously delivered to Dan Sarnoff. We have attached the summary of key business terms. At Dan Sarnoff's request, another parking vendor, Park Loyalty also made a presentation to the same stakeholders. Despite multiple requests, a proposal has not yet

been provided by Park Loyalty. Per the FBS proposal, there is no charge for tickets paid within 31 days. After that, FBS would receive a contingent fee of 29% of revenues received.

We understand that the current contract with Passport has not yet expired. We believe Mary Desmond communicated with Passport's general counsel in late 2022 about the possibility of VOM terminating the agreement early. We recall that the general counsel was open to such an early termination.

Subject to the Manager's office signing off on FBS' business terms and confirming that there is no issue with terminating the Passport arrangement, the Court recommends approving the replacement of Passport with FBS. We understand that Chief DiRuzza also is in favor of proceeding with FBS.

Please let us know if there is anything more we can do to move this process forward. Thank you in advance for your assistance.

Attachment – FBS Proposal

Fundamental Business Service, Inc.

14 Front Street, Suite 107, Hempstead, NY 11550
Toll-Free 800-272-1635 • Local 516-486-3120 • Fax 516-486-2561
www.FBSPark.com



**VILLAGE OF MAMARONECK
SUMMARY COST PROPOSAL
WEDNESDAY JUNE 12, 2024
REVISED FOR HANDHELD QUOTE SIX (6) UNITS**

The FBS proposal for integrated services, Handheld Electronic Ticket Enforcement and Parking Violations Case Management Services.

Handheld Electronic Ticket Enforcement:

Based on delivery of four (6) units

Proposed choice for units (two) Zebra TC26 or the TC78

Includes customized software, setup, training and deployment, maintenance.

Software and maintenance based on three (3) years

Zebra TC26 Handheld computer: \$30,758.86

Zebra TC78 Handheld computer: \$41,210.26

Both offerings include:

Printer: Seiko MP-B30

Custom software

Integrations (2)

Maintenance & Support

Cost differential is specific to the Choice of the Zebra TC26 (\$859.10 each) vs the TC78 (\$2,601.00 each)

Specifications sheets attached:

Parking Violations Case Management Services:

Performance based; cost is on a percentage of monies paid after 31 days from issuance Twenty-nine percent (29%) of revenues collected:

See: Parking Violations Management Proposal (Page 22)

6 COST PROPOSAL

We are pleased to offer you this cost proposal, which includes a competitive pricing plan and a package of turnkey services.

6.1 COMPETITIVE PRICING PLAN

FBS proposes a contingency fee which is performance based and contingent upon revenues collected.

The performance based contingency fee:

Interval/Age from Issuance	Fee Contingent	Cost
0-30 Days	0	No Fee
31 Days from issuance	29%	Based on Monies Collected

Cost of HANDHELD EQUIPMET TBD Requires discussion

FBS will service all summonses issued and follow up outstanding fees and fines due within the **CaseTrax** case management application from the date of issuance through to satisfaction.

The proposed cost structures also include the collection process for all cases incorporated in the back log of unpaid tickets. If the Village elects as a strategy to offer an amnesty or other special program, FBS will at no additional cost provide full special program support services.

The compensation schedule is structured to mitigate up-front cost exposure and equipment capital costs to the Village. This is an all-inclusive cost. FBS charges no additional fees above the contingency fee. All mailing, postage, data entry, training, handheld ticket writers, project management, application support, consultancy and technical assistance services are provided at no additional cost.

Invoicing is performed monthly in arrears in accordance with Village policy.

This cost proposal is valid for a period of 45 days from the date of the RFP deadline.

This proposal adheres to the Federal Fair Debt Collection Act and New York State's Debt Collection Procedures Law.



DIGITAL ENFORCEMENT
USER HARDWARE



**Village of Mammaronck
Digital Enforcement Hardware Information
Thursday, May 23, 2024**

Introduction:

Digital enforcement requires handheld computer and printing hardware. Information below provides specifications on two very reliable Zebra Technologies options for the Village of Mammaronck.

Manufacturer Information:

Zebra Technologies Corporation is an American mobile computing company specializing in device technology. Zebra Technologies Corporation offers multiple hardware solutions across various sectors of industry. Located in Lincolnshire, IL Zebra is host to onsite repair efforts and continuing growth and development in the handheld computing space.

Zebra Handheld Mobile Computer Models offered:

If you're considering purchasing low-cost mobile phones for your workers, step up to the TC26 CBRS Touch Computer — without stepping up in price. Help your workers access the data they need to act more efficiently. With cellular, CBRS and Wi-Fi, your workers get the comprehensive connectivity options they need to stay connected out in the field and in the office. New options include best in class 2.2 GHz computing power to maximize application performance, a protective boot for more demanding environments and the ability to turn these devices into a complete workstation in seconds. And powerful new Zebra Mobility DNA[®] solutions expand data capture capabilities and simplify device management for any size deployment. The TC26 CBRS Touch Computer — right sized, right featured, right price.



A New Level of Features for a Value-Priced Device

Lightweight right-sized small design

Lightweight, easy to carry and easy to operate with one hand.

Android familiarity

Virtually eliminate training with the familiarity of Android and built-in support of future Android releases provides superior future proofing.

Large 5-inch high definition advanced touchscreen

Get plenty of space to interact with your applications. And the touchscreen is easy to view indoors and outside in bright sunlight.

Built for business

Waterproof, dustproof, drops to concrete, snow, rain, heat, freezing cold — the TC26 can handle it all. The display and scanner exit window are fortified with Gorilla Glass. And if you work in more demanding environments, no problem — the optional protective boot ensures reliable operation even after a 5 ft./1.5 m drop.

The power to run all your applications

With a choice of a 1.8 GHz or 2.2 GHz advanced Qualcomm octa-core processor, the TC26 delivers the fast response times that users need — even for the most demanding applications.

All the wireless connections you could ever need

When it comes to wireless, the class-leading TC26 CBRS offers it all — Wi-Fi, cellular, Bluetooth, GPS, NFC as well as CBRS, which enables private LTE networks for cost-effective wireless connectivity in large indoor and outdoor facilities.

Digital wallet support for contactless transactions

With support for Apple VAS and Google Smart Tap, the TC26 can read tickets, loyalty cards, gift cards, boarding passes and more stored in Apple or Google wallets on consumer smart phones.¹

Superior voice quality and functionality

VoLTE delivers superior voice quality over cellular, while Zebra's advanced VoWiFi technology, included with the Mobility DNA Enterprise license, delivers superior voice quality for Wi-Fi voice applications — PTT Express for basic walkie-talkie style communications, Workforce Connect PTT Pro² subscription for walkie-talkie communications over cellular and Wi-Fi, and Workforce Connect Voice³ to turn devices into fully featured PBX handsets.



Additional information available at manufacturer's website here.

<https://www.zebra.com/us/en/products/spec-sheets/mobile-computers/handheld/tc26-cbrs.html>

TC78:

Introducing the TC73/TC78, a new generation of mobile computers designed for a new generation of mobile solutions. Streaming video, video calls, intuitive multimedia-rich apps, augmented reality apps that enable new, more effective workflows — the rugged, thinner and lighter TC73/TC78 supports them all. More processing power for simultaneous app support. A 6-inch advanced display. More flexible battery options. Comprehensive wireless network support for unmatched performance and reliability — Wi-Fi™ 6E, 5G and CBRS¹. Bluetooth 5.2 for superior accessory performance. The next level in scanning performance with the SE55 Advanced Range scan engine. Crystal clear voice on audio and video calls. Add the functionality of a workstation, two-way radio, RFID, PBX handset and an integrated mobile dimensioning solution. Mobility DNA™ tools simplify every aspect of the TC73/TC78. And you get five years of product availability with 10 years of service and support. Step up to the TC73/TC78 — and step into the new world of mobility.



Loaded with all the latest technologies

Blazing speed

Run simultaneous demanding applications with virtually instant response times with class-leading processing power, memory and storage. The next generation Qualcomm 6490 octa-core processor delivers 90% more processing power, a 400% faster graphics processor and locationing that is six times more accurate.² And up to 8 GB of RAM and 128 GB Flash, plus a 2 TB MicroSD card slot provides ample storage for the most data-intensive applications.

More rugged, lighter, thinner — and more ergonomic

Advanced manufacturing and materials technologies enable a more rugged design — without adding weight or thickness. It's built to handle 10 ft./3.05 m drops to concrete and 2,000 consecutive tumbles. With IP65 and IP68 sealing, it's dustproof and waterproof — submerge it in water and spray it down with a hose. Coming Gorilla Glass protects the display and imager window with maximum scratch-resistance and shatter-proofing — two of the most crucial and vulnerable features. The advanced industrial design and ergonomics bring superior comfort to practically any size hand, minimizing the effort required to hold and use these devices through exceptional balance, a grip area that is nearly 20% thinner and proper key placement and size.

Industry-leading 6-inch advanced display

More display space means less scrolling. The edge-to-edge display is 28% larger³, easy to view indoors and outside, works when wet and with a stylus or a finger — even with a glove.

All the right battery features and flexibility to stay powered up

Choose from four battery options: standard, extended capacity, wireless charge⁴ and BLE, enabling device location with Device Tracker — even if the battery is depleted. All batteries are fast charging. The sealed battery compartment enables anywhere, anytime battery changes. Charge it with any standard USB-C charging cable. And PowerPrecision+ battery metrics make it easy to identify and remove unhealthy batteries from your battery pool.

Additional information available at manufacturer's website here:

<https://www.zebra.com/us/en/products/spec-sheets/mobile-computers/handheld/tc73-tc78.html>



MP-B30 SERIES MOBILE PRINTER



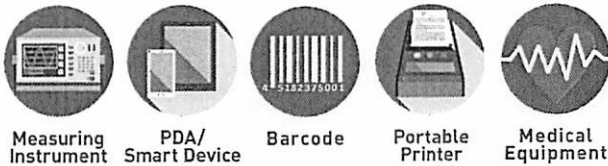
THE CULTURE OF PRECISION

MP-B30 SERIES

Mobile Printer

- Compact & Light Weight
- Drop rating: 1.8m (6 feet), IP rating: IP54
- Printing Speed: 127mm/s max
- Simple Operation & Stylish Design
- Optional Cradle for Charging

MP-B30
Cradle option



Model	MP-B30	
Printing	Method	Thermal line dot printing
	Number of dots/line	576
	Resolution (dots/mm)	8
	Paper width (mm)	80 ¹⁾
	Printing width (mm)	72
	Speed (mm/sec) max	127 (5inch)
	Outside diameter of paper roll (mm) max	Ø 51
	Character matrix (H×W mm)	24 × 12, 24 × 24, 16 × 8, 16 × 16
	Character dimensions (H×W mm)	3.0 × 1.5, 3.0 × 3.0, 2.0 × 1.0, 2.0 × 2.0
Type of Paper	Roll paper	
Character type	Code page (17pages), Optional font, Downloaded character, User-defined character, JIS 1&2 Level Kanji, Special character	
Bar code	UPC-A/E, JAN (EAN)8/13, ITF, CODE39, CODABAR, CODE93, CODE128, PDF417, QR Code, MaxiCode, Data Matrix, GS1 Databar	
Power supply	Li-Ion Battery	
Communication interface	USB, Bluetooth [®] , W-LAN ¹⁾	
Input buffer	4K bytes	
Command	ESC/POS [™] conformity	
Cutting method	Tear bar	
Falling resistance	1.8m ²⁾	
IP rating	IP54 ²⁾	
Operating temperature (°C)	-20 to 55	
Service life: Abrasion resistance (km)	50 ³⁾	
Dimensions (W×D×H mm)	105 × 126 × 58 ⁴⁾	
Mass (g)	395 ⁵⁾	
Standard	FCC, CE, VCCI	
Bundled item	AC adapter, Battery, USB cable, Belt clip	
Option	Cradle for charging, Single battery charger, Quad battery charger, Car charger, Strap	
Software	Printer driver, OPOS, POS for .NET, Windows [®] CE (SDK), Android [™] (SDK), iOS (SDK)	

¹⁾ Selected model. ²⁾ This number is test result based on SII procedures, not guaranteed value. ³⁾ Use recommended thermal papers. ⁴⁾ Excluding protrusion ⁵⁾ with battery, without paper roll

ESC/POS[™]: Registered trademark of SEIKO EPSON CORP.
Windows[®] is the registered trademark of Microsoft Corporation(USA).
Android[™] is a trademark of Google Inc.

iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.

Specifications are subject to change without notice.



Seiko Instruments GmbH

Siemensstraße 9, 63263 Neu-Isenburg, Germany
phone: +49-(0)6102-297-0 · Email: info@seiko-instruments.de
www.seiko-instruments.de

Village of Mamaroneck, NY

Item Title: Funding for Cameras on Mamaroneck Avenue (Chief DiRuzza)

Item Summary: Funding for Cameras on Mamaroneck Avenue (Chief DiRuzza)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Funding for Cameras	8/7/2024	Cover Memo
Camera Proposal	8/7/2024	Cover Memo
Resolution	8/8/2024	Cover Memo



Project #: PD-08

Village of Mamaroneck Capital Improvement Request Form Fiscal Year 2024/25 Capital Budget & Plan



Department: Police Department

Project Name: Cameras

Est. Cost: \$86,184

Useful Life: 10 years

Year Built/Purchased: NA

Original Cost: NA

Useful Life of Original: NA

Project Description: Provide a complete description of the project being proposed. Provide basic information about the project, such as size, acreage, floor area, capacity, etc

Add additional cameras to the existing camera system to increase areas of coverage.

Justification: Indicate the need for the project and what it is expected to accomplish.

The Department needs additional cameras to capture video of past crimes or crimes as they occur, and to enhance investigations and public safety.

Location/Site Status: Is the site owned? If so, provide the address. Has a site location been determined, if not, provide a general location.

Various locations in the 600-1000 block of Mamaroneck Avenue.

Schedule: Indicate the year funding is requested, or if the project will take several years to complete, outline the schedule. If applicable, be sure to include work done in prior years, including studies or other planning.

2024/2025

Coordination: If the project is dependent upon one or more other CIP projects, identify them and indicate what the relationship among the projects is. If the project is not dependent upon, but should be linked to one or more other CIP projects, identify them and indicate what the relationship among the projects is.

NA

Impact on On-going Operating Costs/Personnel Requirements: Explain the effect of this project on the operating costs, such as personnel, purchase of services, materials and supplies, equipment purchases, maintenance and utilities.

Additional cameras could aid in investigations, which would decrease the amount of time spent on other means of investigating crimes.

Impact if Project is not completed: Provide a brief statement regarding the impact should the project not be funded/completed within requested time frame.

Crimes could go unsolved if the cameras are not acquired. Also, important data obtained by cameras would not be available.

Environmental/Cultural/Recreational/Health Benefits: Provide a brief statement regarding benefits to be achieved through implementation of the project.

NA

Describe mitigation benefits of project) if applicable: Provide a brief statement regarding the impact should the project not be funded/completed within requested time frame.

Cost Estimate: It is extremely important that the cost data provided be as accurate and complete as possible. For projects that will take more than one year, list each year separately and then show total.

	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>Total</u>
1. Environmental study						
2. Site Acquisition						
3. Site Improvements						
4. Construction Costs						
5. Utility Connection						
6. Equipment/Furnishing	\$86,184					\$86,184
7. Telecommunications						
8. Architectural/Engr/legal 16% of lines 3 thru 7						
9. Constr. Management 4% of lines 1thru 8						
TOTAL= \$	\$86,184					\$86,184

Basis of Cost Estimate: Check one of the following. If you want to provide more detail on the estimate, do so with a narrative after indicating the type of estimate.

- Cost of comparable facility or equipment
- From cost estimate from engineer or architect or vendor
- From bids received
- "Preliminary" estimate, (e.g. no other basis for estimate, guesstimate)

Recommended Source of Financing: Indicate any suggestions for sources of financing, such as federal or state grants, contributions, donations, etc.

<u>Source</u>	<u>Amount</u>
<input checked="" type="checkbox"/> Appropriated Fund Balance	\$ 86,184
<input type="checkbox"/> Debt Issuance	\$
<input type="checkbox"/> Grants	\$
<input type="checkbox"/> Gift	\$
<input type="checkbox"/> Sewer Fund	\$
<input type="checkbox"/> Water Fund	\$
<input type="checkbox"/> Recreation Fund	\$
<input type="checkbox"/> Other Funds/Special Reserves	\$
	\$ 86,184 TOTAL



Proposal

2 Westchester Plaza
Elmsford, New York 10523

Phone: 914-777-5700
Fax: 914-777-1857

Proposal #	Customer #	Proposal Date
4935	1526	12/12/2023

Customer:
Village of Mamaroneck
123 Mamaroneck Ave
Mamaroneck, NY 10543

Site Location:
Van Ranst Place
123 Mamaroneck Avenue
Mamaroneck, NY 10543

Contact Information:

Customer Contact:
Cell Phone: (914) 844-2149
System Type: Network Video

Stratagem Contact: Czaplicki, Dean
Phone: (203) 668-5414
Email: dean@nycctv.us

Stratagem Security is pleased to present you with the following proposal for your location. Based on your input and our evaluation of your needs, we have prepared a scope of work which details the equipment recommended for your facility.

The solution proposed represents Stratagem Security's most versatile, flexible and reliable system solution. The proposed system comes recommended to you only after extensive analysis of your business and security needs and requirements. As such, we believe the proposed solution offers the most cost-effective method of satisfying your initial requirements while supplying a strong base which can be expanded to accommodate future needs.

We will remain at your service to provide any clarification, definition, or further description of any portions of this proposal as you may require. We are confident you will be pleased with the pricing options available to you.

This proposal pricing is based on OGS Group 77201- Intelligent Facility & Security Systems and Solutions Award PT68864. All labor rates are prevailing wage and are based on fixed rate/lump sum agreement.

The below is a line from OGS on How to use the contract:

<https://ogs.ny.gov/system/files/documents/2019/04/23150attachment16.pdf>

Authorized Users MUST obtain a separate Prevailing Rate Case Number (PRC#) for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this Bid is for information and evaluation purposes of the Centralized Contract only. When an Authorized User submits the request for the applicable prevailing wages, the Department of Labor will send the Authorized User an email with a link to the PRC information for the particular service agreement requested. For access to the Department of Labor (DOL) PRC # request page, use the following link (please copy and paste into internet browser address bar as direct link does not work):

<https://applications.labor.ny.gov/wpp/showPublicNewProject.do?method=showIt>

CONTACT US		
Billing Questions	Service	Email
(914) 777-5700	(914) 777-5700	service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>



2 Westchester Plaza
Elmsford, New York 10523

Proposal

Phone: 914-777-5700
Fax: 914-777-1857

Brief Description:

Wireless Infrastructure and Camera Addition on Mamaroneck Avenue - Power to be Provided at all Poles

Scope of Work

Item/Part Code	Description	Quantity	Rate	Amount
PW-RA Project/Pgm Manager	Project/Program Manager - All Regions	12.00	\$224.47	\$2,693.64
IPR20-M12- OIA4	Illustra Pro Gen4 20MP (5MP x4) Multisensor, 2.7-13.5mm, Edge AI, TDN w/IR, TWDR, PTRZ, IP66, IK10, Quad SDXC - MSRP - \$3598.00	6.00	\$3,310.16	\$19,860.96
PW-RA CAD Specialist	CAD Specialist - All Regions	8.00	\$143.42	\$1,147.36
IBPN-M-IS12-A	Illustra Pro Gen4 Multisensor Pendant Cap - MSRP - \$190.00	6.00	\$174.80	\$1,048.80
PW-RA Designer	Designer - All Regions	12.00	\$199.49	\$2,393.88
RHOLW	Dome mount, SDU (indr/outdr / Optima (indr/outdr), wall, 23" (58.7 cm) - MSRP - \$190.00	6.00	\$174.80	\$1,048.80
PW-RA Offsite Maint Tech	Offsite Integration and Maintenance Technician - All Regions	16.00	\$150.00	\$2,400.00
RHOWPA	Dome mount, pole adapter, use with RHOSW or RHOLW - MSRP - \$120.00	6.00	\$110.40	\$662.40
PW-R3 PW Electrician Sec	Electrician/Electrical Installer Onsite Region 3 Entire County: Westchester - CCTV/ACCESS/BURG	144.00	\$221.69	\$31,923.36
EASYPOEBOX 4C	4-Port 10/100/1000BASE-T PoE + 2-Port 10/100/1000BASE-T Managed Ethernet Switch - MSRP - \$1690.00	6.00	\$1,647.75	\$9,886.50
EASYPOEBOX MCL	Mast clamp set, 2 pcs, for pole mounting, compatible with EASYPOE Box series and pole diameter of 102-254mm.- MSRP - \$31.25	6.00	\$30.47	\$182.82
EASYPOEBOX LOCK	DOOR LOCK WITH LOCKING TAB - MSRP - \$31.25	6.00	\$30.47	\$182.82
MH-N367-CCP- PoE-MWB	MultiHaul™ TG Enhanced Node, 360°, 3800Mbps, 1 RJ-45 10GE & 1 RJ-45 1GE & 1 SFP+ 10GE, Mounting Kit included, IP-67, White MSRP \$2856.00	2.00	\$2,713.20	\$5,426.40
MH-N265-CCP- PoE-MWB	MultiHaul™ TG Node, 90°, 3800Mbps, 1 RJ-45 10GE & 1 RJ-45 1GE & 1 SFP+ 10GE, Mounting Kit included, IP-67, White MSRP \$1950.00	1.00	\$1,852.50	\$1,852.50
MH-T280-CCP- PoE-MWB	MultiHaul™ TG LR TU with antenna port; 1000Mbps, 2 RJ-45 & 1 SFP+, IP-67, White MSRP \$965.00	2.00	\$916.75	\$1,833.50
MH-T260-CNN- N-MWB	MultiHaul™ TG TU, 90°, 1000Mbps, 1 RJ-45, MK & PoE injector included, IP-67, White MSRP \$423.00	4.00	\$401.85	\$1,607.40
AX-ANT-0.5ft	0.5 ft. V-band antenna (FCC/ETSI) MSRP \$264.00	2.00	\$250.80	\$501.60

CONTACT US Service

Billing Questions
(914) 777-5700

(914) 777-5700

Email
service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>



Proposal

**2 Westchester Plaza
Elmsford, New York 10523**

**Phone: 914-777-5700
Fax: 914-777-1857**

EH-MK-SM	Mounting Kit for all small ODUs & 16cm antenna, for elevation up to +60/-45° MSRP \$154.00	2.00	\$146.30	\$292.60
AX-IN-10G-60W-AC-PoE-US	PoE Injector 60W, E.L. VI, 10Gbps (100-240 AC source, US AC cable) MSRP \$121.00	2.00	\$114.95	\$229.90
AX-SRG-10G	10 GbE Ethernet/PoE Surge Protector (indoor) 802.3ab/bz/an MSRP \$125.00	1.00	\$118.75	\$118.75
AX-MK-WM	Short wall-mounted pole for single ODU MSRP \$109.00	1.00	\$103.55	\$103.55
6BNSM2O	CAT6 Plenum Cable, 23/4 Solid BC, No Spline, CMP, 1000' (304.8m) Pull Box, Blue - MSRP - \$370.00	1.00	\$351.50	\$351.50
UTP28SP1BU	CBL ASSY MOD 28-4PR STRANDED CAT 6, SMALL DIAMETER, 1 FT NON- INTEG BLUE - MSRP - \$11.22	1.00	\$9.54	\$9.54
1-MISCELLANEOUS	CAT6 Network Cable, Shielded Outdoor, 500' Reel	1.00	\$425.00	\$425.00

Total Charges : \$86,183.58
Sales Tax : \$0.00
Grand Total : \$86,183.58

Deposit Required to schedule work \$0.00

EXCLUDED:

- Any Material or labor not specifically listed as part of this proposal .
- Drawings.
- After normal hours, weekends, or holidays.
- Patching and painting.
- Pricing established using fixed rate contract basis.
- If using existing wiring, Wire is assumed to be usable. If wire needs to be replaced an additional proposal will be forwarded for wire replacement.
- All work to be performed on straight time - overtime will be provided at additional cost
- Stratagem Security, Inc. is not responsible for problems caused by existing wire and does not warranty existing wires, equipment or 3rd party wire installation.
- Permit fees, Engineered Plans & Design not included unless listed.
- No core drilling or penetrations are included unless noted in the scope of work described above. Available chases, conduits and wire runs will be used. Additional core drilling will be provided at additional cost.
- No conduit or molding included unless noted in the scope of work described above.
- Customer is responsible for providing 110V electrical power required at required locations to be installed throughout property.
- Customer is responsible for all charges due to access related delays.
- Any additional materials or labor requested by customer that is not specified in this proposal will result in a

CONTACT US		
Billing Questions	Service	Email
(914) 777-5700	(914) 777-5700	service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>



Proposal

2 Westchester Plaza
Elmsford, New York 10523

Phone: 914-777-5700
Fax: 914-777-1857

Change Order that must be reviewed by Stratagem Security, Inc. account executive and signed for by customer prior to start date of installation.

- If remote access configuration is required, customer must provide complete IP configuration information to Stratagem Security, Inc. prior to start of installation. If complete IP information is not received by completion of installation, return visits will be provided at additional cost.
- If remote access is required, customer must provide a network connection within 25 feet of equipment. Any network wiring will be subject to additional charges based on time & materials.
- Stratagem Security, Inc. is not responsible for remote access issues caused by network or firewall issues. Any network connectivity support beyond setting up the system for remote access will be subject to additional charges
- Customer must provide power and data connections for security equipment as required.
- Customer contact must be present at end of installation to approve job completion. Any error in service or a new installation of the system must be called to the attention of Stratagem Security, Inc. in writing within five (5) days after completion of the installation or the installation shall be deemed totally satisfactory to and accepted by the customer.
- will be subject to additional charges
- Customer must provide power and data connections for security equipment as required.
- Customer contact must be present at end of installation to approve job completion. Any error in service or a new installation of the system must be called to the attention of Stratagem Security, Inc. in writing within five (5) days after completion of the installation or the installation shall be deemed totally satisfactory to and accepted by the customer.

X

Agreed To By

Print Name

Date

Recurring Services - Not Included In Above Pricing

Description	Monthly Amount	Amount
-------------	----------------	--------

Billing Questions (914) 777-5700	CONTACT US Service (914) 777-5700	Email service@nycctv.us
-------------------------------------	---	----------------------------

To visit us online, please visit: <https://stratagemsecurity.net>

RESOLUTION RE:

FUNDING FOR CAMERAS ON MAMARONECK AVENUE

WHEREAS, the Village of Mamaroneck Police Department requires additional security cameras to increase the areas of coverage on Mamaroneck Avenue to enhance investigations and public safety in in the Village; and

WHEREAS, the Police Department has obtained a proposal from Stratagem Security, 2 Westchester Plaza, Elmsford, New York 10523, based on OGS Group 77201 – Intelligent Facility & Security Systems and Solutions Award PT68864; and

WHEREAS, additional funding in the amount of \$86,183.58 is necessary for the purchase and installation of these cameras and related equipment, which will be an increase of funding to the established capital project for the original cameras - acct H23.3120.0260.0001.

NOW THEREFORE BE IT RESOLVED, that the Village Manager is authorized to execute an agreement with Stratagem Security for the purchase and installation of additional security cameras at a cost not to exceed \$86,183.58; and

BE IT FURTHER RESOLVED, that the cost of this be funded by allocation of fund balance or future issuance of debt.

Village of Mamaroneck, NY

Item Title: Resolution to Increase Water Rates (25% Rate Increase) (Village Attorney 8/6)

Item Summary: Resolution to Increase Water Rates (25% Rate Increase) (Village Attorney 8/6)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
water rate schedule - VOM	8/7/2024	Cover Memo
2024 WJWW Water Rates	8/7/2024	Cover Memo
Resolution	8/8/2024	Cover Memo

WESTCHESTER JOINT WATER WORKS



**SCHEDULE OF RATES
VILLAGE OF MAMARONECK**

SERVICE CHARGES

<u>Meter Size</u>	<u>Monthly</u>
5/8"	\$12.16
3/4"	\$14.50
1"	\$19.12
1 1/2"	\$30.65
2"	\$44.52
3"	\$88.38
4"	\$238.52
6"	\$488.97

CONSUMPTION CHARGES

		<u>Quantity Used</u>	<u>Basic</u>	<u>Excess</u>
		<u>Monthly</u>	<u>Per Hundred</u>	<u>Per Hundred</u>
			<u>cu. ft.</u>	<u>cu. ft.</u>
First:	22 CCF	2,200 cu.ft.	\$6.36	
Next:	50 CCF	5,000 cu.ft.	\$7.37	\$2.31
All Over	72 CCF	7,200 cu.ft.	\$9.07	\$3.61

One hundred cubic feet (1ccf) equals 748 gallons

Service Charge & Water Rate Increase 15%
Rates Effective with Water Bill Issued in December 2022

WESTCHESTER JOINT WATER WORKS
2024 Water Service Charges and Water Rates

TOWN OF HARRISON 12% Increase effective with September 2023 Water Bills	
Minimum Service Charges*	
METER SIZE	MTHLY
5/8"	\$19.73
3/4"	\$21.49
1"	\$25.00
1 1/2"	\$33.71
2"	\$44.15
3"	\$77.27
4"	\$190.68
6"	\$389.67
8"	\$529.20
10"	\$808.25
Water Use Rates -Mthly Accts	
Block Rate First 22 Units	\$6.19
Block Rate Next 50 Units	\$7.46
Block Rate Over 72 Units	\$8.75
Surcharge 23-72 Units	\$1.55
Surcharge Over 72 Units	\$2.27

**Regardless of Use*

VILLAGE OF MAMARONECK 15% Increase effective with December 2022 Water Bills	
Minimum Service Charges*	
METER SIZE	MTHLY
5/8"	\$12.16
3/4"	\$14.50
1"	\$19.12
1 1/2"	\$30.65
2"	\$44.52
3"	\$88.38
4"	\$238.52
6"	\$488.97
Water Use Rates -Mthly Accts	
Block Rate First 22 Units	\$6.36
Block Rate Next 50 Units	\$7.37
Block Rate Over 72 Units	\$9.07
Surcharge 23-72 Units	\$2.31
Surcharge Over 72 Units	\$3.61

**Regardless of Use*

CITY OF RYE 15% Increase effective with December 2022 Water Bills	
Minimum Service Charges*	
METER SIZE	MTHLY
5/8"	\$12.16
3/4"	\$14.50
1"	\$19.12
1 1/2"	\$30.65
2"	\$44.52
Water Use Rates -Mthly Accts	
Block Rate First 22 Units	\$6.36
Block Rate Next 50 Units	\$7.37
Block Rate Over 72 Units	\$9.07
Surcharge 23-72 Units	\$2.31
Surcharge Over 72 Units	\$3.61

**Regardless of Use*

TOWN OF MAMARONECK 20% Increase effective with July 2024 Water Bills	
Minimum Service Charges*	
METER SIZE	MTHLY
5/8"	\$12.85
3/4"	\$15.29
1"	\$20.15
1 1/2"	\$32.32
2"	\$46.87
3"	\$93.16
4"	\$251.40
6"	\$512.81
Water Use Rates -Mthly Accts	
Block Rate First 22 Units	\$11.04
Block Rate Next 50 Units	\$12.46
Block Rate Over 72 Units	\$13.61
Surcharge 23-72 Units	\$3.24
Surcharge Over 72 Units	\$4.92

**Regardless of Use*

CITY OF NEW ROCHELLE 20% Increase effective with July 2024 Water Bills	
Minimum Service Charges*	
METER SIZE	MTHLY
5/8"	\$54.42
3/4"	\$71.05
1"	\$89.95
Water Use Rates -Mthly Accts	
Block Rate First 22 Units	\$11.04
Block Rate Next 50 Units	\$12.46
Block Rate Over 72 Units	\$13.61
Surcharge 23-72 Units	\$3.24
Surcharge Over 72 Units	\$4.92

**Regardless of Use*

RESOLUTION RE:

ESTABLISHING A NO PARKING RESTRICTION ON MADISON STREET AND OLD WHITE PLAINS ROAD AROUND PAPES PARK

RESOLVED, that the following amendment to Chapter 326 (Vehicle & Traffic Law) of the Code of the Village of Mamaroneck be and is hereby amended as follows.

Section 80 Schedule XIII: Parking Prohibited at All Times

Add

Name of Street	Side	Location
Madison Street	East	From the intersection with Old White Plains Road to a point 110 north thereof
Old White Plains Road	North	From the intersection with Madison Street to a point 40 feet east thereof

Village of Mamaroneck, NY

Item Title: Marine Unit Roof

Item Summary: Marine Unit Roof

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
quotes	8/12/2024	Cover Memo

K-CON

Site Developers, Inc.

Builders
Designers
General Contractors
lic# WC-07402-H96

August 5, 2024
Village of Mamaroneck Marine Police Unit
Harbor Island Park
Mamaroneck, NY 10543

Ref: New Roof replacement

Gentlemen,

We are pleased to offer our proposal for the following work as per our discussion earlier for the removal and replacement of the existing roof shingles. Work to include the inspection of the roof sheathing, removal of old shingles, paper, drip edge and flashing. Supply and install new ice and water shield along with new waterproof fiberglass paper, new drip edges, and new flashing as needed. Cart all debris from the job site.

The shingle that to be used is the same as the Lanza Electrical room.

Warrantee for labor is two years from date of completion.

All unforeseen items such as any plywood replacement will be at an additional cost per sheet installed.

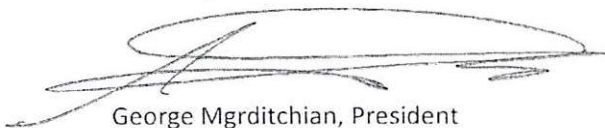
Total price: -----\$8,525.00

Option: Replace gutters and leaders in white with new 5" "K" style. To be installed in the same locations. Total price for this item: -----\$ 1375.00

Excluded items: Electric, Plumbing, low voltage wiring work, and any sheathing along with the new set up of the cable dish which will have to be removed. We can reinstall, however placement for the signal will not be exact.

If you have any further questions please do not hesitate to call us.

Sincerely,



George Mgrditchian, President

TOM CARROLL

August 8, 2024
Village of Mamaroneck Recreation Department
Harbor Island
Mamaroneck, NY 10543

Re: Locker room roof.

Existing roof is in total disrepair and needs replacement. We propose to remove the entire roof.
We will supply a new 30year shingle, drip edges, ice and water barrier and new paper.
Price includes all labor and material necessary:-----\$9,280.00

Tax-exempt certificate required upon completion.
New or replacement sheathing not included at this time.

Please feel free to contact us.
Thank you,


Tom Carroll,

Tom Carroll General Contracting and Roofing Co.

33 Bayard Street, New Rochelle, New York 10805 * (914) 235-4323

VALENCIA CONTRACTING

ROOFING SHINGLE SLATE

SOFFIT, GUTTERS, LEADERS AND SIDING

70 Woodbury Street

Tel: 914-576-5596

New Rochelle, NY 10805

914-384-8923

August 7, 2024
Village of Mamaroneck
123 Mamaroneck Ave
Harbor Island Park
Mamaroneck, NY 10543

Ref: Harbor Island
Locker room/ Marine unit replacement roof

Work will include the removal of old shingles, paper, drip edge and flashing. Install new ice and water shield and new waterproof fiberglass paper, new drip edges and new flashing. Cart all debris from the job site.

Total price: -----\$11,225.00

Excluded items: Electric, Plumbing, low voltage wiring work, and any sheathing.

If you have any further questions, please do not hesitate to call us.

Sincerely,



Jesus Valencia
Valencia Contracting,

Village of Mamaroneck, NY

Item Title: Traffic Commission Recommendations - No Parking on Old White Plains Road and Madison Street (Trustee Yizar-Reid)

Item Summary: Traffic Commission Recommendations - No Parking on Old White Plains Road and Madison Street (Trustee Yizar-Reid)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	8/8/2024	Cover Memo

RESOLUTION RE:

ESTABLISHING A NO PARKING RESTRICTION ON MADISON STREET AND OLD WHITE PLAINS ROAD AROUND PAPES PARK

RESOLVED, that the following amendment to Chapter 326 (Vehicle & Traffic Law) of the Code of the Village of Mamaroneck be and is hereby amended as follows.

Section 80 Schedule XIII: Parking Prohibited at All Times

Add

Name of Street	Side	Location
Madison Street	East	From the intersection with Old White Plains Road to a point 110 north thereof
Old White Plains Road	North	From the intersection with Madison Street to a point 40 feet east thereof

Village of Mamaroneck, NY

Item Title: RFP for School Crossing Guards (Chief DiRuzza)

Item Summary: RFP for School Crossing Guards (Chief DiRuzza)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RFP	8/7/2024	Cover Memo



VILLAGE OF MAMARONECK, NEW YORK

Request for Proposals
SCHOOL CROSSING GUARD PROGRAM

Application Deadline
(August 16, 2024)
(11:00 a.m.)

For additional information:
Charles Strome
123 Mamaroneck Avenue
Mamaroneck, NY 10583
(914) 777-7703

1. PURPOSE

The Village of Mamaroneck is accepting proposals for qualified school crossing guard providers to submit written proposals to provide school crossing guard services.

2. PROPOSAL SPECIFICATIONS

Currently, the Village of Mamaroneck Police Department manages 19 school crossing guard locations. One crossing guard is assigned to each location, with 8 back up personnel to fill in for absences. Crossing Guards are civilian, part time employees. They are utilized during the regular school year when school is in session. Working hours are typically 7:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m. weekdays, but there are times when this schedule may change because of inclement weather, student testing or teacher conferences. One crossing guard is employed on Saturdays from 11:00 a.m. to 3:00 p.m. in the downtown business district. Additionally, a 5-week summer camp crossing requires 7 crossing guards from 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 3:30 p.m. The cost of the school crossing guard program is a village expense.

The contractor shall consider, but is not required, to hire the existing school crossing guards. All crossing guards must be competent, reliable and interact well with children and parents. The contractor will be responsible for managing all guards, making work schedules and ensuring that all posted locations are covered.

Below is a list of current post intersections and locations:

- Mamaroneck High School/West Boston Post Road
- Halstead Avenue/North Barry Avenue
- West Boston Post Road/Richbell Road
- Bellows School
- Fenimore Road/Center Avenue
- Mt. Pleasant Avenue/Mamaroneck Avenue
- North Barry Avenue/Brook Street
- Old White Plains Road/Grand Street
- Palmer Avenue/Rockland Avenue
- Keeler Avenue/Harrison Avenue
- Mamaroneck Avenue/Nostrand Avenue
- Old White Plains Road/Center Avenue
- East Boston Post Road/Harrison Avenue
- Keeler Avenue/Frank Avenue
- Mamaroneck Avenue/Gertrude Avenue
- Hoyt Avenue/Mamaroneck Avenue
- East Boston Post Road/N. Barry Avenue
- Jefferson Avenue/Mamaroneck Avenue
- Mamaroneck Avenue/Soundview Avenue

Note-An additional four locations are currently being considered.

The agreement with the selected contractor shall be for a term to expire one year after services commence, unless renewed by the Village of Mamaroneck.

The selected proposer shall be prepared to commence services within 45 days after award.

3. SCOPE OF SERVICE

The purpose of the School Crossing Guard Program is to provide adult supervision and assistance to students crossing streets on their way to and from school. The crossing guard may interrupt vehicular traffic at uncontrolled intersections as necessary to enable students to cross safely. However, guards are not law enforcement officers and are not authorized by law to direct vehicular traffic contrary to existing traffic control devices such as stop signs and traffic signals.

Guards are not to leave the crossing if they can visibly see students walking to them.

The scope of services to be provided includes the recruitment, hiring, training, supervision, coordination and management of all crossing guards. The contractor shall be responsible for providing all crossing guards with uniforms, and equipment, such as safety vest, "STOP" hand sign, winter jacket and raincoat. The contractor shall secure back-up personnel as necessary to guarantee coverage at all posted locations. A field supervisor shall be assigned to provide personal oversight over all school crossing guards, accept and investigate public complaints concerning the services provided, and be available to the Police Department on a 24-hour basis. At least once a week, the supervisor shall make contact with the Administrative Sergeant for updates, etc., be readily available if there are traffic/crossing issues and immediately available in an emergency. In the event of an incident at a crossing, the Police Department shall be immediately notified.

The contractor shall maintain detailed training and payroll records of the field supervisor and all crossing guards. Upon request, these records shall be made available for inspection and audit.

4. PROHIBITED ACTIVITIES

School crossing guards shall not use tobacco products, nor shall guards use or operate a multimedia device, including but not limited to an iPod, MP3 player, radio or cell phone except for an emergency or job-related communications.

5. PROPOSAL FORM AND CONTENT

Proposals shall clearly indicate the legal name of the applicant, as well as current contact information, and shall be signed by the person having legal authority to bind the applicant. The applicant shall complete and submit the Proposal form, including payment proposal, included in this RFP.

Project Approach. Describe how the proposer would perform the services, including, but not limited to the following:

- methodology utilized for recruiting prospective school crossing guards
- process in evaluating and confirming the capabilities and background of candidates
- personnel policies and procedures, such as equal employment opportunity procedures, sexual and proprietary anti-harassment policies, and training
- nature, extent and frequency of training programs

- review of work performance
- disciplinary process, including termination

Implementation Plan. Provide a proposed implementation plan to timely begin the requested services.

Insurance. Proposer shall provide a certificate of insurance on an accord insurance form with the following coverages:

General Liability insurance with coverages in the minimum amount of \$1 million per occurrence /\$2 million dollars policy aggregate with sexual abuse/molestation coverage at the full policy limits must be indicated on the certificate.

The Village of Mamaroneck, its agents, employees, volunteers and officials shall be an additional insured. The proposer's insurance coverage shall be primary and non-contributory to any insurance the Village of Mamaroneck may have.

A waiver of subrogation endorsement in favor of the Village of Mamaroneck, its agents, employees, volunteers and officials must be indicated on the insurance certificate. Lastly, the certificate must indicate the General Liability policy must not have a third-party action over exclusion.

Workers Compensation coverage per statutory NY requirements:

A waiver of subrogation endorsement in favor of the Village of Mamaroneck, its agents, employees, volunteers and officials must be indicated on the insurance certificate.

Umbrella Liability insurance in the minimum amount of \$3 million dollars per occurrence and aggregate. with sexual abuse/molestation coverage at the full policy limits must be indicated on the certificate.

The Village of Mamaroneck, its agents, employees, volunteers and officials shall be an additional insured. The proposer's insurance coverage shall be primary and non-contributory to any insurance the Village of Mamaroneck may have.

A waiver of subrogation endorsement in favor of the Village of Mamaroneck, its agents, employees, volunteers and officials must be indicated on the insurance certificate.

All insurers must be, shall be rated A minus 10 or better and be admitted in the State of New York.

Indemnification. Proposer shall acknowledge that it will indemnify the Village of Mamaroneck for any negligence or wrongful acts or omissions arising out of the performance of a contract with the village.

The proposal must include references of past or current businesses for the purpose of verifying the capability of the applicant in providing the proposed services. References should include names and phone numbers of individuals to contact.

If requested, Proposers should be prepared to make an oral presentation to the Village.

It is agreed by the proposer that the signing and delivery of the proposal represents the proposer's acceptance of the terms and conditions of the specifications.

The Village is not responsible for any expenses incurred by the applicant in preparing or submitting a proposal in response to this RFP, or any expenses associated with interviews, presentations or contract negotiations related to the proposal.

The Village of Mamaroneck reserves the right to accept or reject any proposal as it deems is in the best interest of the Village.

**PROPOSAL FORM
TO PROVIDE SCHOOL CROSSING GUARD SERVICES**

To: Village Manager
Village of Mamaroneck

The undersigned will operate the school crossing guard program under the following terms and conditions:

1. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Contractor will perform criminal background checks, physical examination and confirm employment eligibility on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Village.
2. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
3. The term of this agreement will be September 1, 2024 through August 15, 2025. Based upon the mutual agreement of the Village and Vendor, the agreement may be extended for two (2) additional one-year periods under the same terms and conditions contained herein.
4. This service agreement may be terminated by the Village on thirty (30) days written notice to the contractor.

Date:

Company or Individual Name (Please Print)

By: _____

Signature

Print Name and Title _____

Address _____

Telephone No. _____

APPROVED AND ACCEPTED:
VILLAGE OF MAMRONECK

BY: _____
VILLAGE MANAGER

Village of Mamaroneck, NY

Item Title: Volunteer Committee Matters for Budget, FMAC and Ethics (Trustee Young)

Item Summary: Volunteer Committee Matters for Budget, FMAC and Ethics (Trustee Young)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
FMAC Resolution	8/7/2024	Cover Memo
email	8/7/2024	Cover Memo

Courtney Wong

From: Rawlings, Manny
Sent: Wednesday, July 03, 2024 12:59 PM
To: Mayor and Board; Courtney Wong; Charles Strome
Subject: Work session 7/8

Hi!

Sharon and I discussed revising the resolution that created the FMAC, we would like to change the language to the below. Please add to the July 8 work session.

@BOT we can discuss this at the meeting if anyone has any changes or suggestions.

“Assisting the Village of Mamaroneck by meeting with Flood Mitigation committees from neighboring municipalities to find joint opportunities to support our residents, before, during and after floods. The committee will create opportunities for education about flood mitigation and emergency planning in conjunction with the police and fire, host public meetings, and represent Village interests in neighboring municipality meetings for issues regarding flooding.”

Thanks!
Manny

Manny Rawlings
Trustee, Village of Mamaroneck

Courtney Wong

From: Courtney Wong
Sent: Wednesday, August 07, 2024 1:32 PM
To: Courtney Wong
Subject: E-mail from Trustee Young- Committees

From: Lou Young <lyoung@vomny.org>
Sent: Wednesday, August 07, 2024 1:30 PM
To: Charles Strome <cstrome@vomny.org>; Mayor and Board <MayorandBoard@vomny.org>
Cc: Courtney Wong <cwong@vomny.org>; Sally Roberts <sroberts@vomny.org>; Mary E. Desmond <MDesmond@Abramslaw.com>
Subject: Re: AGENDAS FOR 8/12

Chuck,

We have a pending application to the Budget Committee which should be included as backup please and I have communicated to the Village Attorney a request for an opinion regarding that current status of our Ethic Board given that members have changed political parties putting the board out of balance. Additionally we have received multiple emails from FMAC members regarding one of their number and intentions to resign if action isn't taken. (I will forward them to Sally)

As for Manny's Election matter, I believe the village attorney has legislation language prepared from last year which can be included as backup..

Feel free to use this e-mail as backup as well.

Best,

Lou Young
Trustee

Village of Mamaroneck, NY

Item Title: Choose Developer for Hunter Tier Project (Trustee Rawlings) (no backup)

Item Summary: Choose Developer for Hunter Tier Project (Trustee Rawlings) (no backup)

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Firefighter Self Rescue Kits/ Dispatch Pagers (James Barney 8/6)

Item Summary: Firefighter Self Rescue Kits/ Dispatch Pagers (James Barney 8/6)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Motorola Dispatch	8/6/2024	Cover Memo
VOM Bailout Quote	8/6/2024	Cover Memo
Bailout System Replacement	8/6/2024	Cover Memo
Firefighting Dispatch Pagers	8/6/2024	Cover Memo

Billing Address:
 MAMARONECK FIRE DEPT,
 VILLAGE OF
 PO BOX 8
 MAMARONECK, NY 10543
 US

Quote Date:05/31/2023
 Expiration Date:07/30/2023
 Quote Created By:
 Jerry Ables
 jables@goosetown.com

 End Customer:
 MAMARONECK FIRE DEPT, VILLAGE
 OF
 Vinny Costa
 vincent.costa@vmfd.org

 Contract: 21562 - NEW YORK OGS,
 STATE OF-PT 68722

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
MINITOR VI						
1	A04RAC9JA1AN	450-483MHZ FIVE CH UL IS M6 PAGER	15	\$588.00	\$382.20	\$5,733.00
1a	RA00641AA	ENH: 3 YEAR SFS	15	\$60.00	\$60.00	\$900.00
1b	STDCHG0136AG	STANDARD CHARGER	15	\$0.00	\$0.00	\$0.00
Grand Total					\$6,633.00(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Quote



635 North Broadway
 White Plains, NY 10603
 914-949-0512
 844-224-3473
 AAAEmergency.com

Order Number: 0342077
Order Date: 7/16/2024

Salesperson: Al W. Sulenski
Customer Number: 01-VMA507

Sold To:

MAMARONECK FD, VILLAGE OF ***
 OFFICE OF THE CLERK - TREASURER
 P.O. BOX 369
 HELEN ACCT'S PAYABLE
 MAMARONECK, NY 10543-0369

Ship To:

MAMARONECK FD, VILLAGE OF ***
 OFFICE OF THE CLERK - TREASURER
 P.O. BOX 369
 HELEN ACCT'S PAYABLE
 MAMARONECK, NY 10543-0369

Customer P.O.	Ship VIA	F.O.B.	Terms
QUOTE ON BAILOUT SYSTEMS	PICK UP		Net 30 Days

Ln	Item Code	Unit	Ordered	Price	Amount
1	RIT-7-VMFD-WEBBING	EACH	20	475.00	9,500.00
			NFPA BAIL OUT-PRESSPP***AL4- 50' KEVLAR WEBBING **** NEW STYLE FIRE AL4 **DESCENDER WITH E-Z GRIP AND BLUE ANODIZED HANDLE AND ALUMINUM HOOK KEVLAR 7" LANYARD WITH TRI LINK ***** FOR GLOBE OR MORNING PRIDE GEAR		
2	GE-541-NYC-L-2	EACH	20	342.00	6,840.00
			WESTCHESTER CTY CONTRACT WC-24047 GEMTOR 541 FIRE SERVICE HARNESS (LEFT SIDE) WITH ALUMINUM LADDER HOOK NY STATE CONTRACT PC69006		
3	GE-541-NYC-L-4	EACH	1	357.00	357.00
			GEMTOR 541NYCL FIRE SERVICE HARNESS (LEFT SIDE) X-LARGE-UP TO 68" WAIST WITH ALUMINUM LADDER HOOK NY STATE CONTRACT PC69006		

Net Order: 16,697.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 16,697.00

QUOTE EXPIRES: 08/15/24



Project #: _____

Village of Mamaroneck Capital Improvement Request Form Fiscal Year 2024/25 Capital Budget & Plan



Department: Fire Department

Project Name: Bailout System Replacements

Est. Cost: \$15,000

Useful Life: 10 years NFPA

Year Built/Purchased: 2015

Original Cost: _____

Useful Life of Original: 10 years NFPA

Project Description: Provide a complete description of the project being proposed. Provide basic information about the project, such as size, acreage, floor area, capacity, etc

Replace bailout kits and harnesses at 10 year end of life

Justification: Indicate the need for the project and what it is expected to accomplish.

Bailout self rescue kits need to be replaced at 10 years per NFPA standard

Location/Site Status: Is the site owned? If so, provide the address. Has a site location been determined, if not, provide a general location.

N/A

Schedule: Indicate the year funding is requested, or if the project will take several years to complete, outline the schedule. If applicable, be sure to include work done in prior years, including studies or other planning.

2024/2025 for approval, lead time is 2 months

Coordination: If the project is dependent upon one or more other CIP projects, identify them and indicate what the relationship among the projects is. If the project is not dependent upon, but should be linked to one or more other CIP projects, identify them and indicate what the relationship among the projects is.

N/A

Impact on On-going Operating Costs/Personnel Requirements: Explain the effect of this project on the operating costs, such as personnel, purchase of services, materials and supplies, equipment purchases, maintenance and utilities.

Bailout kits can not be repaired and need to be replaced in 10 year intervals, we have staggered the replacement schedule

Impact if Project is not completed: Provide a brief statement regarding the impact should the project not be funded/completed within requested time frame.

10 year packs do not meet the current NFPA guidelines.

Environmental/Cultural/Recreational/Health Benefits: Provide a brief statement regarding benefits to be achieved through implementation of the project.

Replacement bailout kits will meet NFPA compliance and provide personal escape safety to our members.

Describe mitigation benefits of project) if applicable: Provide a brief statement regarding the impact should the project not be funded/completed within requested time frame.

10 year packs do not meet NFPA safety standards.

Cost Estimate: It is extremely important that the cost data provided be as accurate and complete as possible. For projects that will take more than one year, list each year separately and then show total.

	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>Total</u>
1. Environmental study						
2. Site Acquisition						
3. Site Improvements						
4. Construction Costs						
5. Utility Connection						
6. Equipment/Furnishing						
7. Telecommunications						
8. Architectural/Engr/legal 16% of lines 3 thru 7						
9. Constr. Management 4% of lines 1thru 8						
TOTAL= \$						

Basis of Cost Estimate: Check one of the following. If you want to provide more detail on the estimate, do so with a narrative after indicating the type of estimate.

- Cost of comparable facility or equipment
- From cost estimate from engineer or architect or vendor
- From bids received
- "Preliminary" estimate, (e.g. no other basis for estimate, guesstimate)

Recommended Source of Financing: Indicate any suggestions for sources of financing, such as federal or state grants, contributions, donations, etc.

<u>Source</u>	<u>Amount</u>
<input type="checkbox"/> Appropriated Fund Balance	\$
<input type="checkbox"/> Debt Issuance	\$
<input type="checkbox"/> Grants	\$
<input type="checkbox"/> Gift	\$
<input type="checkbox"/> Sewer Fund	\$
<input type="checkbox"/> Water Fund	\$
<input type="checkbox"/> Recreation Fund	\$
<input type="checkbox"/> Other Funds/Special Reserves	\$
	\$ TOTAL



Project #: _____

Village of Mamaroneck Capital Improvement Request Form Fiscal Year 2024/25 Capital Budget & Plan



Department: Fire Department

Project Name: 50 New Dispatch Pagers

Est. Cost: \$40,000

Useful Life: 10 years +

Year Built/Purchased: _____

Original Cost: _____

Useful Life of Original: Phase out obsolete system

Project Description: Provide a complete description of the project being proposed. Provide basic information about the project, such as size, acreage, floor area, capacity, etc

Continued Purchase of dispatch pagers needed to alert members of emergency calls

Justification: Indicate the need for the project and what it is expected to accomplish.

Westchester County has phased out the old system. More pagers are needed to be purchased as we have members without a pager and are relying on their phones and group chats which are delayed.

Location/Site Status: Is the site owned? If so, provide the address. Has a site location been determined, if not, provide a general location.

N/A

Schedule: Indicate the year funding is requested, or if the project will take several years to complete, outline the schedule. If applicable, be sure to include work done in prior years, including studies or other planning.

2024/2025 for approval, we have been purchasing in phases over the last 2 years, would like to complete the changeover

Coordination: If the project is dependent upon one or more other CIP projects, identify them and indicate what the relationship among the projects is. If the project is not dependent upon, but should be linked to one or more other CIP projects, identify them and indicate what the relationship among the projects is.

N/A

Impact on On-going Operating Costs/Personnel Requirements: Explain the effect of this project on the operating costs, such as personnel, purchase of services, materials and supplies, equipment purchases, maintenance and utilities.

N/A

Impact if Project is not completed: Provide a brief statement regarding the impact should the project not be funded/completed within requested time frame.

We have members that do not have the standard pager to be alerted of an emergency

Environmental/Cultural/Recreational/Health Benefits: Provide a brief statement regarding benefits to be achieved through implementation of the project.

The dispatch pagers provide an immediate alert to first responders.

Describe mitigation benefits of project) if applicable: Provide a brief statement regarding the impact should the project not be funded/completed within requested time frame.

Members relying on txt messages and group chats are getting delayed alerts and information, which delays response

Cost Estimate: It is extremely important that the cost data provided be as accurate and complete as possible. For projects that will take more than one year, list each year separately and then show total.

	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>Total</u>
1. Environmental study						
2. Site Acquisition						
3. Site Improvements						
4. Construction Costs						
5. Utility Connection						
6. Equipment/Furnishing						
7. Telecommunications						
8. Architectural/Engr/legal 16% of lines 3 thru 7						
9. Constr. Management 4% of lines 1thru 8						
TOTAL= \$						

Basis of Cost Estimate: Check one of the following. If you want to provide more detail on the estimate, do so with a narrative after indicating the type of estimate.

- Cost of comparable facility or equipment
- From cost estimate from engineer or architect or vendor
- From bids received
- "Preliminary" estimate, (e.g. no other basis for estimate, guesstimate)

Recommended Source of Financing: Indicate any suggestions for sources of financing, such as federal or state grants, contributions, donations, etc.

<u>Source</u>	<u>Amount</u>
<input type="checkbox"/> Appropriated Fund Balance	\$
<input type="checkbox"/> Debt Issuance	\$
<input type="checkbox"/> Grants	\$
<input type="checkbox"/> Gift	\$
<input type="checkbox"/> Sewer Fund	\$
<input type="checkbox"/> Water Fund	\$
<input type="checkbox"/> Recreation Fund	\$
<input type="checkbox"/> Other Funds/Special Reserves	\$
	TOTAL

Village of Mamaroneck, NY

Item Title: Hunter Tier - Advice of Counsel (Trustee Young)

Item Summary: Hunter Tier - Advice of Counsel (Trustee Young)

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Personnel Item (Village Manager)

Item Summary: Personnel Item (Village Manager) It is anticipated that a motion will be offered to enter into Executive Session pursuant to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment of a particular person, or persons.

Fiscal Impact: