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January 22, 2026

VIA E-MAIL:

(supervisor@townofbeekmanny.us)

Ms. Laureen Abbatantuono
Town Supervisor
Town of Beekman
4 Main Street
Poughquag, New York 12570

Douglas E. Goodfriend
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Re: Bond Counsel Work for:
Town of Beekman, Dutchess County, New York

Dear Supervisor Abbatantuono:

On behalf of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel"), I would like to express our appreciation for the opportunity to continue to work with the **Town of Beekman, New York** (the "Issuer"), in connection with the proposed issuance of notes and/or bonds by the Issuer. There is no change in fees from last year.

1. Scope of Services. Bond Counsel shall perform the following legal services:
 - (1) Analysis of eligibility of the object or purpose for financing under State law and for financing with tax-exempt bonds under federal tax law.
 - (2) Consultation with representatives of the Issuer, including your financial adviser, underwriters and underwriters' counsel (if applicable), and others, with respect to the timing, terms, and legal structure of any proposed Bonds/Notes.
 - (3) Preparation of documents to be adopted or entered into by the Issuer required for the authorization, sale and issuance of Bonds/Notes (excluding any Bond or Note Purchase Agreement to be prepared by underwriters' counsel), including preparation of bond resolutions and related notice(s).
 - (4) Preparation of the Continuing Disclosure Agreement/Certificates.
 - (5) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as Issuer may request.
 - (6) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds/Notes (including a Tax Compliance Agreement) and coordination of closing for the Bond/Notes.

(7) Rendering of Bond Counsel's customary form of final legal opinion to the Issuer on the validity of the Bonds/Notes and the tax-exempt status of interest thereon.

(8) Preparation and dissemination of closing transcripts.

Our services are limited to those specifically set forth above. For example, our services do not include representing any party in any litigation or other legal or administrative proceeding, audit or investigation. Our services also do not include any responsibility for federal or state securities laws, for real estate, land use, insurance or environmental laws, or for preparation or content of the official statement. This Agreement and all legal services to be rendered under it as to any particular issue of Bonds/Notes will terminate upon issuance of the Bonds/Notes. Our services also do not include matters after closing, such as arbitrage rebate, other post issuance tax compliance or continuing disclosure compliance, unless we are separately engaged in writing for any such work.

2. Fees and Expenses.

a. Fees for debt issuance. (see attached Fee Schedule).

b. Payment. Debt issuance fees and expenses shall be payable by Issuer at or after issuance of the Bonds/Notes. District establishment fee(s) shall be payable upon final establishment of a district.

3. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, Bond Counsel shall be paid for all satisfactory work at its usual hourly rates, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, Bond Counsel shall have no future duty of any kind to or with respect to the Bonds/Notes or the Issuer. This Agreement shall not be the basis of any breach of contract claim that would have the effect of extending the statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract. Except as state above, Bond Counsel retains the right to discard any files and materials. It is Bond Counsel's current policy (subject to change) to discard all files and materials after issuance of the Bonds/Notes (except the closing transcript until after the Bonds/Notes are paid or defeased) or following cessation of work on the financing without issuance of Bonds/Notes.

4. Nature of Engagement; Client Relationships With Other Parties. The role of bond counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services as bond counsel in connection with the Bonds/Notes, Bond Counsel will act as special counsel to Issuer (as such and not any particular body, board, office or official) with respect to issuance of the Bonds/Notes; i.e., Bond Counsel will assist Issuer counsel in representing Issuer but only with respect to validity of the Bonds/Notes and the legal documents related thereto and tax status of interest on the Bonds/Notes, and in a manner not inconsistent with the role of Bond Counsel described in the first sentence of this section.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. Bond/Note Counsel agrees not to represent any such entity in connection with the Bond/Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and Issuer specifically consents to any and all such relationships.


Ms. Laureen Abbatantuono
January 26, 2026
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5. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and Bond Counsel. If you have any questions, please feel free to contact the undersigned. If these arrangements are satisfactory, I would appreciate it if you would sign and return a copy of this letter to me.

Sincerely yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: 

Name: Douglas E. Goodfriend, Esq.
Title: Partner

Accepted on behalf of the Town of Beekman,
New York this ____ day of _____,
2026.

Name: Laureen Abbatantuono
Title: Supervisor

ORRICK, HERRINGTON & SUTCLIFFE LLP

GENERAL OBLIGATION FEE SCHEDULE (2026)

BOND ANTICIPATION NOTES

| <u>Principal Amount</u> | | | <u>Fee</u> |
|--------------------------------|--|--------------|---|
| Up to | | \$ 99,000 | \$ 975 |
| \$100,000 | to | \$299,000 | \$1,275 |
| \$300,000 | to | \$599,000 | \$1,425 |
| \$600,000 | to | \$799,000 | \$1,735 |
| \$800,000 | to | \$999,999 | \$3,025 |
| \$1,000,000 | to | \$1,999,999 | \$3,025 <i>plus</i> \$1.00 per \$1,000 on amount over \$1,000,000 |
| \$2,000,000 | to | \$2,999,999 | \$4,125 <i>plus</i> 85 cents per \$1,000 on amount over \$2,000,000 |
| \$3,000,000 | to | \$3,999,999 | \$5,790 <i>plus</i> 75 cents per \$1,000 on amount over \$3,000,000 |
| \$4,000,000 | to | \$19,999,999 | \$9,625 <i>plus</i> 65 cents per \$1,000 on amount over \$4,000,000 |
| \$20,000,000 | to | \$49,999,999 | \$23,650 <i>plus</i> 55 cents per \$1,000 on amount over \$20,000,000 |
| \$50,000,000 and up | | | \$42,350 <i>plus</i> 50 cents per \$1,000 on amount over \$50,000,000 |
| <i>PLUS</i> | \$300 for each extra set of closing papers (separate purchasers). | | |
| <i>PLUS</i> | A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multipurpose bond resolutions (if not previously billed). | | |
| <i>PLUS</i> | \$875 for review of Notice of Sale/Official Statement. | | |
| <i>PLUS</i> | \$400 for Material Events or Continuing Disclosure certification. | | |
| <i>PLUS</i> | \$400 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable. | | |

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

CASH FLOW FINANCINGS

Budget or Deficiency Notes: Base fee \$5,000 plus \$1.00 per \$1,000.

RANs: Base fee \$5,000, plus \$1.00 per \$1,000 for the first \$10,000,000, 75 cents per \$1,000 for the next \$30,000,000 and 60 cents per \$1,000 thereafter.

TANs: Base fee \$5,000, plus \$1.00 per \$1,000 for the first \$10,000,000, 75 cents per \$1,000 for the next \$30,000,000 and 60 cents per \$1,000 thereafter.

PLUS \$875 for review of Notice of Sale/Official Statement.

PLUS \$400 for Material Events or Continuing Disclosure (SEC Rule 15c2-12) certification.

PLUS \$400 for bond tax law review. (IRS Arbitrage rules)

No charge for RAN/TAN resolutions.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

BOND ISSUES (PUBLIC SALE)

- \$8,500 base fee **PLUS** (if applicable):
- 1) \$875 Review of Official Statement.
 - 2) \$500 Review of bond insurance documents, if applicable.
 - 3) \$400 Continuing Disclosure certification (SEC Rule 15c2-12).
 - 4) \$400 Bond Tax Law Review including Construction Election Certificate (IRS Arbitrage Rule) determining to pay penalty or arbitrage rebate for construction projects, with Arbitrage Certificate, if applicable.
 - 5) \$1.75/\$1,000 principal amount of the issue up to and including the first \$15,000,000 principal amount of the bond issue.
 - 6) \$1.50/\$1,000 principal amount above \$15,000,000 to \$50,000,000.
 - 7) \$1.25/\$1,000 thereafter.
 - 8) A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multipurpose bond resolutions (if not previously billed).

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

SERIAL BOND ISSUES LESS THAN \$5,000,000 (PRIVATE SALE)

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$5,000,000 sold at private sale, except that the base fee shall be \$6,750 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$7,500 for issues sold on a competitive basis (necessitating a Notice of Bond Sale). Additional fee for sale of bonds to DASNY or EFC, to be approved in advance.

SERIAL BOND ISSUES \$5,000,000 AND OVER (NEGOTIATED SALE) (E.G., ADVANCE REFUNDINGS, DISCOUNT, DASNY OR EFC BONDS)

Same as for public sale with the addition of negotiated fee for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance. Additional fee for sale of bonds to DASNY or EFC, to be approved in advance.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

STATUTORY INSTALLMENT BONDS

\$4,750 base fee.

PLUS \$1.50/\$1,000 principal amount of the issue.

PLUS A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multi-purpose bond resolutions (if not previously billed).

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS

\$7,500 for Town or County district formation proceedings.

\$3,500 to assist Town or County Attorney with Application for State Comptroller to approve district establishment

\$7,500 for Town district consolidation proceedings.

\$2,500 for Town district Section 202-b or County district Section 268 improvement proceedings.

\$2,500 for School District proposition election proceedings or Town, Village or Fire District election proceedings for bond resolution referendum, or Town district establishment referendum.

\$7,500 for BOCES unanimous consent election proceedings and intermunicipal agreement.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

HOURLY RATES

All billings will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals, unless the express written permission of the client, in advance of performance of any duties to be based on hourly rates, has been obtained.

NO TIME CHARGES TO TALK ON THE TELEPHONE OR
VIDEO CALLS OR EXCHANGE EMAILS

NO INCIDENTAL FEES OR EXPENSE CHARGES

24/7/365 ACCESSIBILITY

* * * * *

ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;
- 3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

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Procurement Policy for Town of Beekman

1. Overview

- a. Every purchase to be made must be initially reviewed by the department head to determine whether it is a purchase contract or a public work contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year.
- b. A "Purchase Contract" applies to the procurement of goods and commodities.
- c. A "Public Work Contract" encompasses contracts for services, labor or construction.
- d. When a contract involves acquisition of both goods and services, if the services are minor, incidental or customarily provided by the vendor as a component of the purchase such as a commodity that requires installation, the contract should be viewed as a purchase contract for purposes of the competitive bidding monetary threshold.
- e. When a contract involves acquisition of both goods and services, if the services are extensive, substantial or involve specialty skills so that the acquisition of the commodity is incidental to the work, the contract should be treated as a public work contract for purposes of the monetary threshold.

2. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law:

- a. Purchase contracts under \$20,000 and public work contracts under \$35,000;
- b. Emergency purchases (see subdivision 6(b) of this policy);
- c. Insurance coverages, including health, dental, workers' compensation, and general liability and property coverage insurances;
- d. Certain professional services (see subdivision 6(a) of this policy);
- e. Items purchased from agencies for the blind or severely handicapped;
- f. Goods purchased from correctional institutions;
- g. Surplus and second-hand purchases (see subdivision 6(c) of this policy);
- h. Purchases under New York State and any NYS county or local government contracts, or through a purchasing consortium, provided that the contract is awarded in a manner that constitutes competitive bidding consistent with NYS law and made available for use by other governmental entities and subject to the approval of the Supervisor and Corporation Counsel;
- i. Purchases from purchase consortiums may be approved during the year by resolution of the Town Board if found to benefit the Town.

3. Documentation - Except as otherwise provided, all goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at a competitive price from a responsible vendor without favoritism. Where the price agreed to is not the lowest price, the reason for preferring the chosen vendor shall be articulated and shall be related to the vendor's particular qualifications or method of providing the contracted goods or services which have been reasonably determined to be in the best interest of the Town in accordance with section 5 below.

4. Criteria for Number of Quotations or Proposals

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated amount of Purchase Contract Method

| | |
|---------------------|--|
| \$ 0 to \$1,999 | Department Head Discretion |
| \$2,000 to \$4,999 | (2) Oral Quotations that are documented. The quotations should be documented by a handwritten or electronic note setting forth the date the quote was received, from whom, the price quoted or estimated, and any special terms which impact the choice of vendor. |
| \$5,000 to \$20,000 | (3) Written Quotations or Written Request for Proposals (RFP) |
| Over \$20,000 | Purchase Requires Competitive Bidding, unless exempted |

Estimated amount of Public Work Contract Method

| | |
|---------------------|--|
| \$ 0 to \$1,999 | Department Head Discretion |
| \$2,000 to \$4,999 | (2) Oral Quotations that are documented. The quotations should be documented by a handwritten or electronic note setting forth the date the quote was received, from whom, the price quoted or estimated, and any special terms which impact the choice of vendor. |
| \$5,000 to \$35,000 | (3) or More Written Quotations or Written Request for Proposals (RFP) |
| Over \$35,000 | Purchase Requires Competitive Bidding, unless exempted |

A good faith effort shall be made by the Department Head to obtain the required number of proposals or quotations. If the Department Head is unable to obtain the required number of proposals or quotations, the Department Head will document the attempts made at obtaining the proposals. In no event shall failure to obtain the proposals be a bar to the procurement.

5. Use of Purchase Requisitions and Purchase Orders

a. Requisitions – Purchase requisitions shall be issued by Town departments to provide documentation that all requested purchases in excess of \$2,000 (unless otherwise required by internal policy or requested by a vendor) have been authorized by the respective Department Head, that sufficient appropriations are available for the proposed purchase, that purchases are for valid and authorized municipal purposes, and that the purchase is made in accordance with the requirements set forth in this Procurement Policy with respect to the required use of price quotes, proposals, municipal or consortium contracts, or competitively bid contracts. Such documentation shall be attached to the purchase requisition.

Purchase requisitions should include the following information:

- i. Date of requisition

- ii. Name of department, contact, phone number
- iii. Date required and delivery address
- iv. Vendor name and address
- v. Description of item or service and quantity required
- vi. Estimated cost
- vii. Written/fax quotes from at least 3 vendors
- viii. Budget sub-code to be expensed The completed purchase requisition shall be submitted for approval to the Budget Officer or Finance Office. The Budget Officer or Finance Office shall check to verify that budget authority exists and funds are available. The coded purchase requisition shall be returned to the responsible department head or board for the order to be placed.

b. The requirement to issue a purchase requisition is not intended to slow down departmental productivity, and the acquisition of necessary supplies, equipment and outside services can generally be obtained as needed with proper planning. No purchases shall be split into smaller components in order to avoid the requirement of a purchase requisition or to avoid the requirement of obtaining price quotes, proposals, or competitive bidding.

c. Blanket Purchase Orders – The use of blanket requisitions and blanket purchase orders shall be allowed, and encouraged, for items such as maintenance contracts, water chemical purchases, road salt, utility expenditures (gasoline, heating oil, natural gas, electricity), capital project public work contracts, and other on-going expenses throughout the year for which it is not practicable to obtain individual purchase orders (for example, materials and supplies from a hardware store). The use of blanket purchase orders shall not preclude the requirements of obtaining required price quotes, such as large purchases from a local hardware store.

d. Purchase Orders – After the review and approval of these requirements and documentation by the Town Treasurer, the purchase requisition shall be converted by the Finance Department into a purchase order for review and approval by the Supervisor or designee. Following approval by the Supervisor, the Finance Department shall send a copy of the approved purchase order to the Department Head, and the original purchase order and documentation shall be retained on file.

6. Contracts Awarded to Other than the Lowest Responsible Bidder

If the contract is awarded to someone other than the lowest bidder, then pursuant to General Municipal Law section 104-b the goods and services, “*must be procured in a manner so as to assure the prudent and economical use of public moneys in the best interests of the taxpayers [of the Town], to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.*” The Department Head shall justify and document in writing the basis for awarding the contract to an individual or entity other than the lowest bidder. The documentation shall include the above-referenced factors from section 104-b.

7. Exemptions to Procurement Policy

Pursuant to General Municipal Law Section 104-b(2)(g), the procurement policy may contain circumstances when, or types of procurement for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of

the municipality. In the following circumstances it may not be in the best interest of the Town of Beekman to solicit quotations to document the basis for not accepting the lowest bid, although use of Requests for Proposals, purchase requisitions and purchase orders may still apply:

a. Professional Services – Professional services, or services requiring special or technical skill, training, expertise, the exercise of professional judgment, or a high degree of creativity. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education, training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category, the Town of Beekman may consider whether the services are subject to State licensing or testing requirements, or whether substantial formal education or training is a necessary prerequisite to the performance of the services.

b. Professional or technical services may include but not be limited to the following:

- i. Services of a professional engineer, actuary, certified public accountant, insurance broker, consultant, or fiscal/financial advisor;
- ii. Management of Town-owned property;
- iii. Computer software or programming services for customized programs, or services involved in substantial modification and customization of pre-packaged software.

c. Emergency Procurements- Section 103(4) of the General Municipal Law details an exception to bidding requirements for emergency situations, *“Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident, or other unforeseen occurrence or condition whereby circumstances affecting public buildings, property or the life, health, safety or property of the inhabitants of a political subdivision or district therein require immediate action which cannot await competitive bidding, contracts for purchase or public work or the purchase of supplies, material or equipment may be let by the appropriate office, board or agency of a political subdivision or district therein.”*

d. Accordingly, the following three basic statutory criteria must be met in order to fall within the emergency exception:

- i. The situation must arise out of an accident or unforeseen occurrence or condition.
- ii. Public buildings, public property, or the life, health, safety or property of the Town’s inhabitants must be affected.
- iii. The situation must require immediate action that cannot await competitive bidding. Even when a public emergency is declared, public interest dictates that public purchases are made at the lowest possible cost, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

e. Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements would be so detrimental to the public interest that it overcomes the strong public policy in favor of bidding.

f. Because the emergency must result from an accident or unforeseen occurrence, it is doubtful the Town may invoke the emergency exception in a situation which is the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

g. When circumstances support an emergency purchase, the requesting Town Department Head should attempt to locate a source for the goods or services. An attempt should be made to obtain the lowest price from a vendor or contractor who will best meet the requirements. When the supplies and the price have been established, the Department Head will so advise the Supervisor in writing of the need for the emergency purchase or contract. All proposals/quotations also shall be provided. This information will be made part of the procurement record. The Department Head shall complete the Emergency Procurement Worksheet where an emergency purchase or contract is requested.

h. The Town Supervisor is authorized to designate an emergency purchase or emergency contract where the cost of the purchase or contract is \$15,000 or less. For emergency purchases or contracts where the cost exceeds \$15,000, the Town Board must approve the contract or purchase.

i. Purchases of surplus and second-hand goods from any source – General Municipal Law section 103(6) provides, “Surplus and second-hand supplies, material or equipment may be purchased without competitive bidding or competitive offering from the federal government, the state of New York or from any other political subdivision, district or public benefit corporation.” This exception does not apply to surplus and second-hand materials purchased from private entities. (NYCOM Purchasing Goods and Services: A Guide to Competitive Bidding and Procurement (2015)).

j. State Contracts – Service contracts entered into through New York State Office of General Services. In these instances, the State has already investigated and secured the best price for the municipality.

k. True Leases- Equipment leases are not subject to competitive bidding if the leases meet the following criteria: a) the term of the lease is less than the useful life of the equipment being leased and b) the lease does not provide for a buy out at the end of the term. The Supervisor has the discretion to require competition for such equipment leases.

l. Best value- Pursuant to Local Law 14-2021, Chapter 42 of the Town of Beekman Code, contracts may be awarded on the basis of lowest responsible bidder or best value. Best value is defined as, “*the basis for awarding certain purchase contracts to offerors that optimizes quality, cost and efficiency among responsive offerors. Such basis shall reflect, whenever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small business of certified minority or women-owned business enterprises...*” The decision to award a contract on the basis of best value shall be made by the Town Board.

m. Sole or Single Source Procurement- A contract may be awarded without competition when the Supervisor upon recommendation of the applicable Department Head who concludes in writing following a good faith review of available resources and publicly advertising the Town’s intention to make a purchase on a sole or single source basis 14 days prior to issuance of the award that there is only one source for the required commodity,

supply, service or construction item. The Department Head shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole source procurements shall be maintained as a public record and shall list each supplier's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the contract number.

Generally, sole or single source procurement will only apply in the following situations:

- i. Only one company makes and sells a certain good or provides a certain service.
- ii. Only one company can service or maintain the equipment without voiding the warranty. (This only applies during the warranty period so the sole/single source exception cannot be used after the warranty expiration. After warranty expiration, repairs and maintenance must be competitively bid.)
- iii. Where the provided service is performed by a company with a specific territory.

n. In determining whether a procurement qualifies as a sole source the Supervisor and the applicable Department Head shall show, at a minimum:

- i. The unique benefits to the Town of the item as compared to other products available in the marketplace.
- ii. That no other product provides substantially equivalent or similar benefits.
- iii. That, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace.
- iv. That there is no possibility of competition, as from competing dealers or distributors.

o. If a Department Head intends to request a sole source purchase, it shall consider the following factors and submit the following documents to the Supervisor:

- i. The Department Head should consider the additional time that will be required to process a sole source transaction due to the public advertising requirement, which is publication 14 days prior to issuance of the award.
- ii. The Department Head should be aware that the public advertising requirement provides increased exposure to a challenge by other suppliers.
- iii. The Department Head should be aware that if a challenge to the requested sole source procurement is found to be warranted, the purchase request shall be withdrawn and the request will be converted to either a competitive bid or request for proposals which may result in a further delay in completing the transaction.
- iv. The Department Head shall submit to the Supervisor a letter providing the information detailed in sub-section C. The required sole source justification shall be detailed and sufficient enough to withstand a challenge by another supplier. A difference in price between potential suppliers is not, in and of itself, a proper justification for a sole source purchase. Additionally, a sole source letter provided by a supplier does not qualify as a proper justification for a sole source purchase.

p. Piggybacking- Pursuant to General Municipal Law section 103(16), and the Town Code, the Town may procure goods (including apparatus, materials, equipment and supplies) and services through contracts let by the United States or any agency thereof, any state or any political subdivision or district therein where such contract was let to the lowest responsible bidder or on the basis of best value (Town Code section 42-5). Approval for use of piggybacking will be by the Supervisor or Town Board depending on the value of the contract or service.

8. **Cancellation of Invitations for Bids or Requests for Proposals**- An invitation for bids, Request for Proposals, or other solicitation may be cancelled, or any or all proposals may be

rejected in whole or in part as may be specified in the solicitation, when it is for good cause, and in the best interest of the Town. The reason shall be made part of the procurement record or contract file. Each solicitation issued by the Town shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the interests of the Town. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for the cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

9. **Protest Policy-** It is the policy of the Town of Beekman to provide all bidders with an opportunity to administratively resolve complaints or inquiries related to bid solicitations or pending contract awards. The Town encourages bidders to seek resolution of complaints concerning the contract award process through consultation with the responsible Department Head and Supervisor. All such matters will be accorded impartial and timely consideration. It is strongly recommended that Town staff encourage, be receptive to and resolve issues, inquiries, questions and complaints on an informal basis, whenever possible. Information provided by any interested party should be fully reviewed by the Department Head and the Supervisor. Responses to the inquirer should indicate the existence of a formal protest policy available to them should the informal process fail to resolve the matter. Staff should document the subject matter and results of any informal inquiries.

a. Bidders may file formal written protests. Final Town determinations or recommendations for award generally may only be reconsidered in the context of a formal written protest. Any potential bidder, who believes it has been aggrieved in the drafting or issuance of a bid solicitation, request for proposals or by a pending contract award, may present to the Supervisor a formal complaint and request administrative relief concerning such action ("Formal Protest").

b. Formal protests which concern the drafting of bid solicitations or requests for proposals must be received by the Supervisor at least ten (10) business days before the date set in the solicitation for receipt of bids or date to submit responses to a request for proposals. If the date set in the solicitation for receipt of bids is less than ten (10) business days from the date of issue, formal protests concerning the bid document must be received by the Supervisor at least twenty-four (24) hours before the time designated for receipt of bids.

c. Formal protests concerning a pending contract award must be received within ten (10) business days after the protesting party knows or should have known of the facts which form the basis of a protest.

d. A formal protest must be submitted in writing to the Supervisor by mail, facsimile transmission or e-mail. The formal protest must include; a) a statement of all grounds for disagreement with the Town's bid solicitation or procurement determination; b) a description of all remedies or relief requested; and c) all applicable supporting documentation. Protests should be delivered to the Supervisor at _____ or by email at _____.

e. Protests may be resolved through verbal or written correspondence, and/or either the protesting party or the Supervisor may request a meeting to discuss a formal protest. The Supervisor will conduct a review of the records involved in the protest. If a formal bid protest is received, a final determination on the protest should be made prior to approval of the award. However, during the pendency of the protest, bid evaluation and review of the

recommended award may continue to be conducted at the discretion of the Supervisor

f. A copy of the Supervisor's decision stating the reasons upon which it is based and informing the protester of the right to appeal an unfavorable decision to the Town Board shall be sent to the protesting party within twenty (20) business days of receipt of the protest, except upon notice to the protesting party, the period may be extended. The Supervisor's determination shall be included in the bid file. If the Supervisor determines that there are compelling reasons, including the need to proceed immediately with the contract award in the best interest of the Town, then the protest procedure herein may be suspended and such determination shall be documented in the procurement documents.

g. Should the protesting party be dissatisfied with the protest determination, a written appeal may be directed to the Town Board by mail at _____ or by email at _____. Written notice of appeal must be received no more than ten (10) business days after the decision is sent to the protesting party. Unless a timely Notice of Appeal is received, the decision of the Supervisor shall be a final determination. The decision of the Town Board shall be issued within twenty (20) business days of receipt of the notice of appeal. The appeal to the Town Board may not introduce new facts unless responding to issues raised by the Supervisor in the initial protest determination.

10. Disposal of surplus personal property –

11. **Procurement Ethics-** Procurements are an expenditure of public monies, and public employees must always ensure that all procurements are conducted so as not to cause any concern that special considerations have been shown to a bidder/proposer. Actions such as providing a bidder/proposer with information that is not available to other bidders/proposers or accepting a gift from a potential contractor could be construed as showing favoritism, and may violate state and/or Town law. Attention is called to General Municipal Law Article 18

Contractors and their representatives have a responsibility to deal ethically with the Town and its employees, and to respect the ethical duties of Town employees. Information provided by contractors to the Town must be complete and accurate. Contractors must at all times avoid conduct that is in restraint of competition. Contractors must not request Town employees to engage in conduct that would violate the law.

12. Guidance- The Supervisor, Treasurer and Corporation Counsel shall be the municipal officials responsible for providing guidance and making decisions as to application of this procurement policy.

Eric Verhave

Professional Summary

Long-term Town of Beekman resident with nearly three decades of dedicated civic service and extensive experience in town planning, recreation, open space, and community development initiatives. Proven leader with a collaborative, thoughtful approach to public decision-making, public safety, and long-range planning. Seeking appointment to the Town of Beekman Planning Board to continue contributing to responsible growth, preservation of community character, and transparent governance in the public interest.

Civic & Municipal Experience

Chairman

Town of Beekman Recreation Commission | Beekman, NY

11 years

- Led the Recreation Commission in planning, evaluating, and implementing town-wide recreational programs and facilities
- Worked collaboratively with Town Board members, staff, and residents to balance community needs, budget considerations, and long-term goals
- Oversaw policy discussions, public meetings, and recommendations affecting town assets and land use
- Ensured transparent decision-making and compliance with town policies and procedures

Member

Town of Beekman Master Plan Review Committee

- Participated in the review and evaluation of the Town's Master Plan
- Considered land use, growth, infrastructure, and environmental impacts affecting Beekman's future development

- Provided input aligned with community character, sustainability, and long-range planning objectives

Member

Town of Beekman Town Center Planning Committee

- Contributed to planning discussions focused on the development and enhancement of the Town Center
- Evaluated proposals with attention to zoning, traffic, community needs, and long-term economic vitality

Member

Town of Beekman Open Space Planning Committee

- Assisted in planning efforts to preserve open space and natural resources
- Considered environmental impacts, conservation priorities, and public access

Member

Town of Beekman Trails Committee

- Supported planning and development of town trail systems
- Balanced recreation, environmental stewardship, and land-use considerations

Community & Public Service

Secretary / Board Member

Beekman Youth Soccer Club

- Supported governance, recordkeeping, and organizational planning for a community youth organization

Former Member

Beekman Fire Department

- Served the local community through emergency response and public safety

Former Chief

Larchmont Fire Department

- Led department operations, personnel, and strategic planning
- Developed strong leadership, crisis management, and decision-making skills

- Worked with municipal officials and the public in high-responsibility roles
-

Professional Experience

IT & Cybersecurity Sales Professional

Over 30 years

- Extensive experience evaluating complex information, contracts, and technical documentation
 - Skilled in risk assessment, regulatory awareness, and ethical decision-making
 - Strong communicator able to explain complex issues clearly to diverse audiences
 - Experienced in consensus-building and professional collaboration
-

Education

Cornell University

Bachelor of Arts (B.A.)

Additional Information

- Resident of the Town of Beekman since **1996**
- Extensive familiarity with Town boards, committees, and public meeting processes
- Deep understanding of Beekman's community character, planning history, and long-term goals
- Available for evening meetings, public hearings, and site visits

Agreement No. 1040532

Customer No. 1853242

Customer Service Agreement

Company Name (Customer) TOWN OF BEEKMAN HWY

Address 4 MAIN STREET

POUGHQUAG, NY 12570

Phone 8457245300

Loc. No. 059

Route No. B2420

Date 01/16/2026

SIC/NAICS 9999

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UniFirst") the rental service(s) at the prices and upon the conditions outlined:

[illegible]

22.88
26.56
7.84
6.24
6.39
2.66
2.50

Minimum weekly charge applies, equal to 75% of the initial weekly value.

| Other Charges | Amount |
|--------------------------------|-----------|
| Garment preparation per piece | 0.00 |
| Name emblem per piece | .00/ 2.00 |
| Company emblem per piece | 1.50 |
| Direct Embroidery | |
| Garment Maintenance Program | NO |
| Loss protection Maint. Program | NO |
| Linen Maintenance Program | NO |
| Mat Protection Program | NO |

| Other Charges | Amount |
|-----------------------------|-----------------|
| Non-stock sizes per piece | 20.00% |
| Special cuts per piece | 3.00 |
| Restock/Exchange per piece | 0.00 |
| Automatic Wiper Replacement | YES |
| Automatic Linen Replacement | NO |
| Ongoing Prep Program | NO |
| Ongoing Emblem Program | NO |
| DEFE Charge Fixed | 0.00 |
| DEFE Sliding Plus | |
| Energy Charge | 2.25 |

3.89 (J5)

Payment Terms: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS

- Prices based on the Gaurwell PR Profile- (J3)

- General w/ Complete Redress - (JS)

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½ % per month (18% per year) for any amount in arrears may be applied. ^a

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

Sales Rep:

James Smith
Sales Rep (Print Name)

1/10/26
Date

Accepted

CUSTOMER (Signature)

Date _____

Accepted:⁵

Location Manager (Signature) _____

Date _____

CUSTOMER (Print Name and Title)

Location Manager (Print Name and Title)

Email

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise

² Merchandise which is Val-U-Leased is not cleaned by UniFirst

² Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

6 This Agreement is effective only upon acceptance by UniFirst Location Manager

Customer Service Agreement Terms

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (or new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant (FR) Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder, and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.