

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

- c) Request to extend the agreement with the New York Independent System Operator (NYISO) for the annual purchase of thirty-seven (37) transmission congestion contracts, from November 1, 2025 through October 31, 2026, at an annual rate of \$2,696,723.99.
- d) Request approval of the purchase of updated software support services from Dell Technologies, One Dell Way, Mail Stop 8129, Round Rock, Texas 78682, in the amount of \$90,341.25, reimbursed through a bond.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Dutch Eldridge, Hose Co. #1.
- b) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Anthony Villalobos, Hose Co. #4.

5. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the contract “Purchase of Cooling Tower Casing Assembly” to the sole bidder, Imeco Parts, D/B/A Thermal Equipment Salts, 416 Hampton Avenue, Pittsburgh, Pennsylvania 15221, in amount of \$150,500, reimbursed through a bond.

6. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval to enter into a lease agreement between the Village of Freeport and Arya Roopnarine Inc., d/b/a Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563, from June through the first weekend in September, for a cost of \$700 per month.
- b) Request retroactive approval to enter into a renewal Inter-Municipal Agreement between the Village of Freeport and the Friendship Engine and Hose Co of the Merrick Fire Department to lease space at 63 Babylon Tpke., Freeport, New York 11520, on a month to month basis, beginning March 1, 2025, in the amount \$10,000 per month.

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

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

ADD

Lexington Avenue, north side, beginning at the curblin of Park Avenue and continuing east for a distance of 218 feet, from 8:00 a.m. to 3:00 p.m., except Saturday and Sunday.

COMMENTS PERMITTED ON AGENDA ITEMS

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

TO: Mayor Robert T. Kennedy

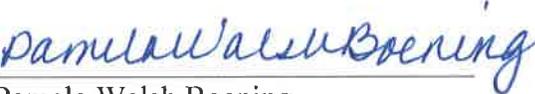
FROM: Pamela Walsh Boening, Village Clerk

DATE: May 29, 2025

RE: Banner Request
Applicant: Catchers Fish House Grille
Dates: Immediately through June 9, 2025
Location: S. Main Street between Raynor Street and Archer Street

Attached please find an application submitted on behalf of Catchers Fish House Grille requesting retroactive permission to hang one banner promoting a "Shark Tournament", on S. Main Street between Raynor Street and Archer Street. It is further requested that the Electric Department assist in hanging the banner upon delivery to the Electric Department and remove the banner on June 9, 2025.

Payment in the amount of \$95 was received.



Pamela Walsh Boening
Village Clerk
Attachments



INCORPORATED VILLAGE OF FREEPORT
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520

BANNER APPLICATION
\$95.00 PER BANNER LOCATION
MAXIMUM TWO WEEK LIMIT
BANNERS MUST BE DOUBLE SIDED

RETURN TO VILLAGE CLERKS OFFICE

RECEIVED
2025 MAY 20 1 P 12:50
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

APPROVED

Electric Dept Approval for location & duration: 5/29/2025

BOT Approval Date: _____

To: The Village Clerk, Village of Freeport, 46 North Ocean Avenue, Freeport, NY 11520

1. Applicant Name: Catchers Fish House Gille (Jimmy)
2. Address: 301 woodcleft Ave
3. Phone Number: ~~XXXXXXXXXX~~ 516-600-9698
4. Name of Event: shark tournament
5. Location of Banner(s): South Main Street
6. Begin Date: Immediate Removal Date: JUNE 9th

Banners must be double sided, 2 week duration, first come first serve basis.

It is the responsibility of the applicant to purchase a banner that meets the size and safety requirements of the Village. Once the banner is removed from its location, the Village will hold the banner for 30 days. After 30 days all banners will be destroyed.

[Signature]
Applicant signature

Village of Freeport - enQuesta v6 P
CUSTOMER TRANSACTION RECEIPT

TODAY'S DATE: 5/20/25

CONTROL DATCH # 80408 DATE 05/20/2025
BATCH # 29220 TIME 12:46
RECEIPT # 590882 TELLER # 292
CHECK # OFFICE # 1

CATCHERS FISH HOUSE
MISC ELECTRIC

Pmt 95.00

Payment Received:
CASH 100.00

Total Received 100.00
Less Payments 95.00

Cash Back 5.00

THANK YOU FOR YOUR PAYMENT

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 29 2025

To: Pamela Walsh Boening, Village Clerk

From: William Leuck Assistant Superintendent of Distribution

Re: Banner Request

Applicant:	Catchers Fish House Grille
Dates:	Immediately through June 9th 2025
Locations:	S Main St between Raynor St and Archer St

In regards to the hanging of a Banner Application submitted by the Catchers Fish House Grille requesting permission to hang a banner promoting "Shark tournament", immediately through June 9th 2025 on South Main St (Between Raynor St and Archer St) The Electric Department grants permission for the hanging of these banners and will assist in the hanging and removal of the same.

William Leuck



Assistant Superintendent of Distribution

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 29, 2025

RE: Carnival ~Festival ~Bazaar ~ Public Assembly Application

Applicant:	Robyn Workman
Date:	Saturday, June 21, 2025
Rain Date:	None
Time:	12:00 P.M. to 8:00P.M.
Location:	Muni Lot # 30 (across from the Woodcleft Ave. Esplanade)

Attached please find a public assembly application, submitted by Robyn Workman, on behalf of Sparkle on Stage, 195 Woodcleft Avenue Freeport, New York 11520 to hold a "Pride on the Mile" public assembly (in conjunction with the previously approved festival public assembly) on Saturday, June 21, 2025 (no rain date) from 10:00 A.M. to 6:30 P.M., in municipal lot #30 (across from the Esplanade on Woodcleft Avenue). A Town of Hempstead mobile stage will be set up at this location.

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



Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk

Attachments

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

*5/20/25
 layout of
 parking lot*

Applicant:

ROBYN WORKMAN 65 WESTSIDE AVE FRPT NY 11520
Name Address Apt City State Zip

516-240-7188 516-240-7188 Sparkleonstage17@gmail.com President
Telephone # Business # Email Address Permit Applicant Organization Affiliation

Organization:

Sparkleon Stage Inc 195 Woodclift Ave Frpt NY 11520
Organization Name Address City State Zip

516-240-1188 SparkleonStage17@gmail.com
Telephone # Email Address

Organization Representatives (Other than applicant):

- 1) Joe Anthony Smith Pride on the MILE 516-784-0758 Co-Founder
Name Contact Phone# Position
- 2) _____ Name Contact Phone# Position
- 3) _____ Name Contact Phone# Position

Carnival/Festival/Bazaar Operator / Contractor:

Town of Hempstead _____
Business Name Address City State Zip

Operator's Name Telephone #

RECEIVED
 2025 MAY 19 11:55 AM
 CLERK'S OFFICE
 VILLAGE OF FREEPORT

Name & type of requested Carnival/Festival/Bazaar: County Stage

Requested Carnival/Festival/Bazaar Location: Parking lot in front of

Set Up Day: SAT **ate:** 6/21/2025 **Set Up Start Time:** 12:00 AM/PM Splash

Dates of operation:

1st Day: SAT Date: 6/21/2025 Start Time: 12: AM/PM End Time: 8: AM/PM

2nd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM

3rd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM

4th Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM

Equipment Removal will be done by: _____ Date: 6/21/2025 Time ___:___ AM/PM

Rain Date: NO YES Date: ___/___/20___

To process your Carnival/Festival/Bazaar ~ Public Assemblies Permit Application requesting the use of municipal property the Village of Freeport will need the information listed below. A confirmation of this information must be provided in writing, executed by someone in authority from the organization. (Attach additional sheets as necessary)

- A) Will the Carnival/Festival/Bazaar occupy all or only a portion of the width of the property requested?

- B) List each ride.
Indicate type of ride, dimensions of same and space or square footage required for setup.

- C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.

- D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.

- E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.

- F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.

- G) What is the estimated number of customers you expect daily? _____

- H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.

I) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.

N/A

J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

K) Are any other public facilities or equipment to be utilized: _____ Yes/No No
If yes, please describe and attach all related correspondence or permits that authorize their use.

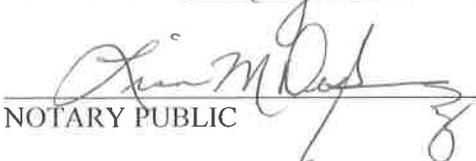
L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

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


Signature

Sworn to before me this 19 day of May, 20 25


NOTARY PUBLIC

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

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

Insurance Requirement Notice:

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

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

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

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

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

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

Insurance Requirement Notice (continued):

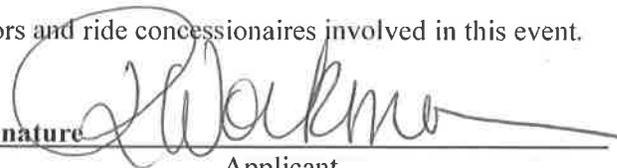
on file.

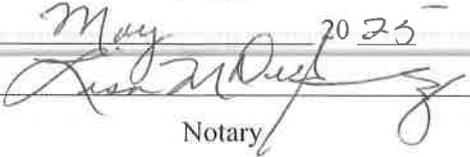
(Fill in Name of applicant or contracted operator) *on file.* agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of (Name of municipal property/location) in Freeport, by (Name of applicant or contracted operator), whether or not such injury to persons or damage to property are due or claim to be due to any negligence (Name of applicant or contracted operator) of (Name of applicant or contracted operator) their employees or agents.

Sign: (Name of representative and company name)

Date: _____

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

Signature 
Applicant

Sworn to before me this 19
day of May 2025

Notary

LISA M. DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

Application Approved: _____

Application Denied: _____

By: _____



Parade & Public Assembly Application.doc 3/14 3

Insurance Requirement Notice (continued):

Robyn Workman/ Sparkle on Stage Inc. Agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of (~~municipal property/location~~ ^{WOODCLEFT AVE}) in Freeport by Robyn Workman/Sparkle on Stage Inc., whether or not such injury to persons or damage to property are due or claim to be due to any negligence of Robyn Workman/Sparkle on Stage Inc. or their employees or agents.

Sign:

A handwritten signature in black ink, appearing to read "R Workman", written over a horizontal line.

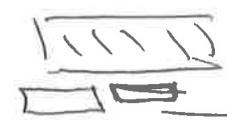
(Name of representative and company name)

Date:

A handwritten date "5/16/25" written in black ink over a horizontal line.

Ocean Ave

PARKING LOT



SPLASH

SPLASH

STAGE

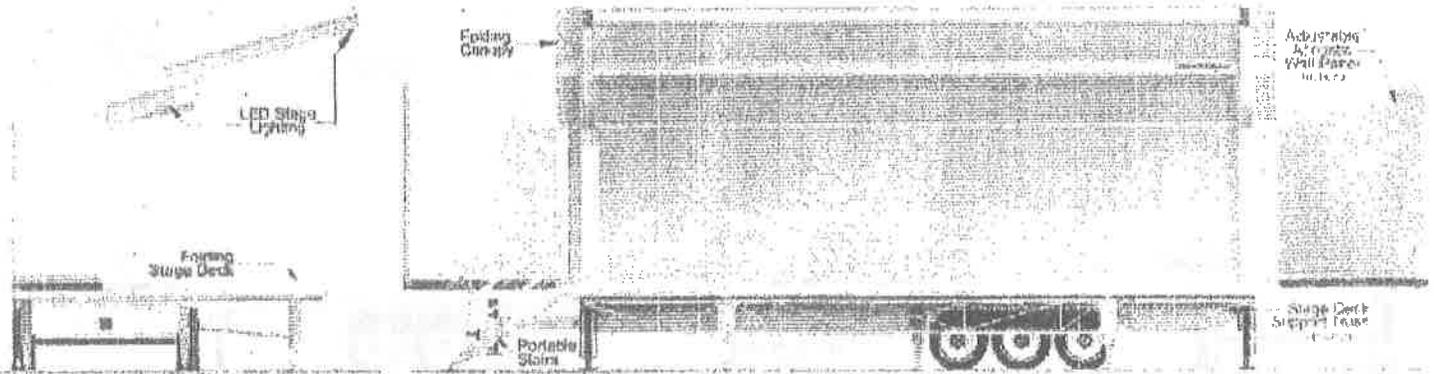
BATH

SPLASH

Entrance

Driveway

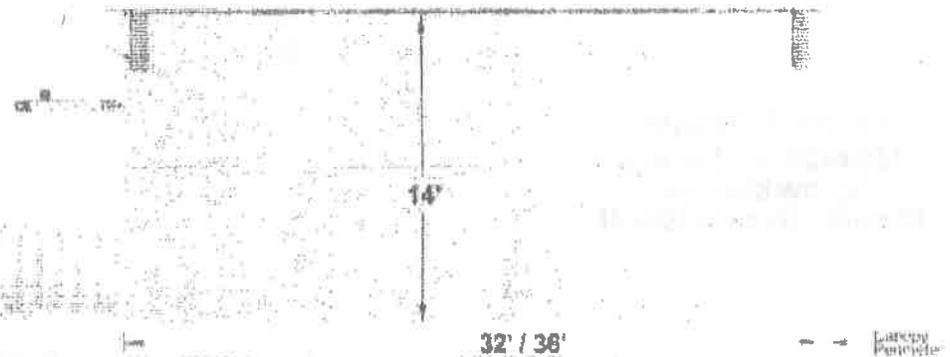
Woodcliff Ave



Side View

Front View

Century Industries
MSM3000 Series
ShowMaster
Mobile Sound Shell

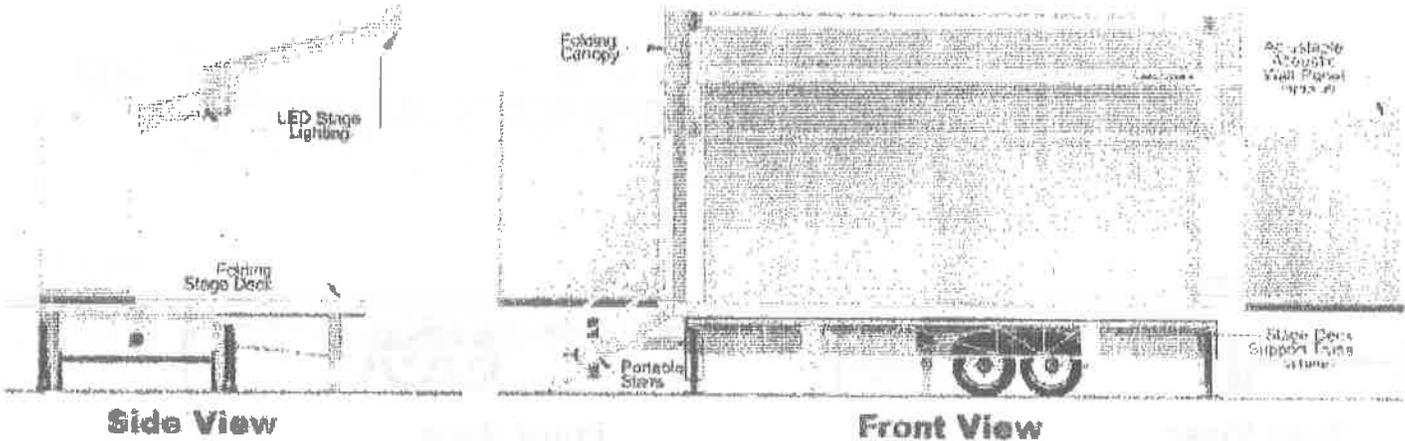


Top View

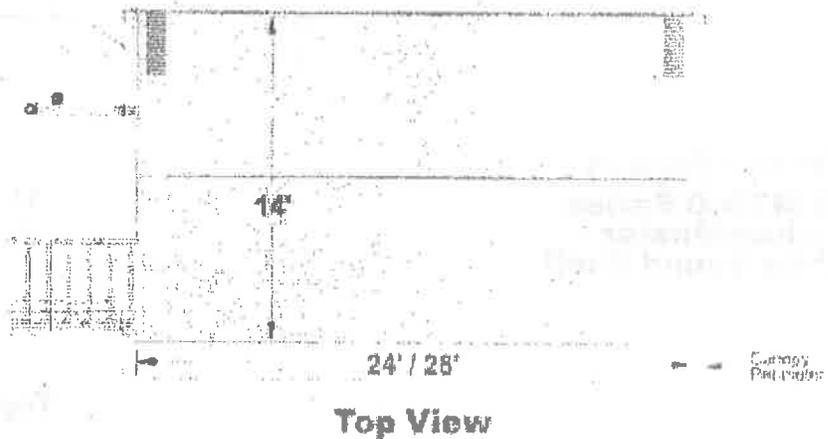
ShowMaster™ Mobile Stage Standard Features

- ⊙ **Self-contained hydraulic system** – with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.
- ⊙ **Powered protective canopy** - extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems
- ⊙ **Powered stage deck** - all-weather folding stage deck that is equal in length to the main rear stage deck
- ⊙ **Highway Rated Tires** - includes electric brakes on six wheels
- ⊙ **Heavy-duty tri - axle suspension** - equalizer system allows towing over curbs and rough ground
- ⊙ **Pintle towing coupler** – rugged lunette ring coupler (Eball coupler available on request)
- ⊙ **Heavy-duty Tongue Jack** – mounted on trailer tongue
- ⊙ **Rugged support frame** – dual 18" deep steel-channel backbone main-frame
- ⊙ **Crank leveling/support jacks** - four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.
- ⊙ **Breaker panel** – 125 amp capacity, E3) 20 amp breakers, 50ft of 10/3 t cable, receptacles at each inside end of stage, and in mechanical compartment
- ⊙ **LED stage lighting** – two rows of dual-tube LED stage lights mounted at front edge of canopy and at the canopy hinge line providing maximum stage and performer illumination.
- ⊙ **Storage lockers** – two curb-side compartments with locking hardware for equipment and systems security
- ⊙ **Stairs** – (2) sets of steel stairs with enclosed ADA tread-plate treads, adjustable leveling legs, and removable safety handrails on two sides.
- ⊙ **DOT required** - signal, marker lights, reflectors, and license light, with 12VDC connector cable
- ⊙ **Stage operation training** - provided by factory representative (continental United States)

Model	Stage Deck Size
MSM3200	14'D x 32'L
MSM3600	14'D x 36'L



Century Industries
MSM2000 Series
ShowMaster
Mobile Sound Shell



ShowMaster™ Mobile Stage Standard Features

- **Self-contained hydraulic system** – with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.
- **Powered protective canopy** - extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems
- **Powered stage deck** - all-weather folding stage deck that is equal in length to the main rear stage deck
- **Highway Rated Tires** - includes electric brakes on four wheels
- **Heavy-duty tandem axle suspension** - equalizer system allows towing over curbs and rough ground
- **Pintle towing coupler** -- rugged lunette ring coupler (ball coupler available on request)
- **Heavy-duty Tongue Jack** -- mounted on trailer tongue
- **Rugged support frame** – dual 18" deep steel-channel backbone main-frame
- **Crank leveling/support jacks** - four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.
- **Breaker panel** – 125 amp capacity, (3) 20 amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment
- **LED stage lighting** – two rows of dual-tube LED stage lights mounted at front edge of canopy and at the canopy hinge line providing maximum stage and performer illumination.
- **Storage lockers** – two curb-side compartments with locking hardware for equipment and systems security
- **Stairs** – (2) sets of steel stairs with enclosed ADA tread-plate treads, adjustable leveling legs, and removable safety handrails on two sides.
- **DOT required** - signal, marker lights, reflectors, and license light, with 12VDC connector cable
- **Stage operation training** - provided by factory representative (continental United States)

Model	Stage Deck Size
MSM2400	14'D x 24'L
MSM2800	14'D x 28'L

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael Williams
DATE: May 23, 2025
RE: Sparkle on Stage Inc.- Pride on the Mile

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

I do anticipate that there will be police overtime costs incurred due to this event and the parade combined. The approximate cost has been included in the notification of approval for the parade.

Thank you,



Michael Williams
Asst. Chief of Police

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

2025 MAY 23 1 A 10:48

RECEIVED

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Sparkle on Stage Inc. 65 Westside Ave.

<u>Freeport</u>	<u>New York</u>	<u>11520</u>	<u>516-240-1188</u>
City	State	Zip	Telephone #

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

EVENT: SPARKLE & PRIDE ON THE MILE

DATE: SATURDAY, JUNE 21, 2025 Time: 12:00 P.M. TO 8:00 P.M.

Assembly Time: 12:00 P.M.

Rain Date: None

- 1. Applicant is permitted to utilize space in municipal parking field #30 upon approval from the proper authorities.**
- 2. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.**
- 3. Use of amplified sound must abide by the village noise ordinances. D.J. equipment, etc., will cease and desist promptly at 8:00 P.M. without prompting from police or village officials.**
- 4. If an emergency occurs, the applicant, participants and attendees must be able to promptly clear the sidewalk for Fire, Police and other emergency vehicles. Physical barriers cannot be used to location. The sidewalk is not permitted to be obstructed at any time by participants or spectators. All Tables, tents, equipment, amusements, D.J. Booths or other structures must be fashioned to be rapidly removed by hand to facilitate emergency operations if necessary.**
- 5. Applicant and participants will shut down the event and clear the parking field at 8:00 P.M. sharp without prompting from police or village officials**
- 7. Applicant: Robyn Workman (516) 240-1188**
Co-Organizer, Joseph Anthony Smith (516) 784-0750

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

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

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

Issued by Asst. Chief Michael G. Williams  5/23/2025
Rank Name Signature Date

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

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Robert Fisenne, Superintendent of Public Works

DATE: May 20, 2025

RE: Carnival Festival Bazaar Public Assembly Permit Application

Applicant:	Robyn Workman / Sparkle on Stage
Date:	Saturday, June 21, 2025
Rain Date:	None
Time:	12:00 Noon to 8:00 pm
Location:	Municipal Lot #30 (across from Woodcleft Ave Esplanade)

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Robyn Workman, on behalf of the Sparkle on Stage Inc. to hold a "Pride on the Mile" public assembly, in conjunction with the previously approved festival public assembly on Saturday, June 21, 2025 from 10:am to 6:30 pm.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Wednesday, May 21, 2025 4:23 PM
To: Pamela Boening
Subject: RE: Pride on the Mile Public Assembly

I have reviewed the Public Assembly Permit application June 21, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant indicates that they will be utilizing the parking lot. They do not indicate that they will be blocking any streets. Applicant(s) should be cognizant of maintaining access to the area if an Emergency exists.

Please remind the applicant(s) that access to the area must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

Raymond F. Maguire
Executive Director
Freeport Fire Department
Office: 5163772190
Cell: 5166801801
Fax: 5163772499

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, May 20, 2025 12:17 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Jon Henry <jhenry@freeportny.gov>
Subject: Pride on the Mile Public Assembly

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Tuesday, May 27, 2025 2:35 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: Pride on the Mile Public Assembly

Insurance is approved for the pride on the mile public assembly 6/21/25.

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, May 20, 2025 12:17 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Jon Henry <jhenry@freeportny.gov>
Subject: Pride on the Mile Public Assembly

Please send recommendation.

Pamela Boening

From: Elizabeth Comerford
Sent: Tuesday, May 20, 2025 1:01 PM
To: Pamela Boening
Subject: RE: Pride on the Mile Public Assembly

Looks good for the Rec Center.

Thanks,

Liz Comerford
Freeport Recreation Center
516-377-2311

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, May 20, 2025 12:17 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Jon Henry <jhenry@freeportny.gov>
Subject: Pride on the Mile Public Assembly

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 29, 2025

RE: Parade and Public Assembly

Applicant: Robyn Workman
Organization: Sparkle on Stage Inc.
Date: Saturday, June 21, 2025
Time: 1:55 P.M. to 2:30 P.M.
Assembly Time: 12:00 Noon

Attached please find a copy of a parade and public assembly application submitted by Robin Workman, to hold the "Pride on the Mile" parade on Saturday, June 21, 2025, from 1:55 P.M. to 2:30 P.M. The parade will begin at Front Street and proceed south on Woodcleft Avenue, to Manhattan Street, west to Ocean Avenue and disband. The parade will consist of 50 decorated cars. This event will coincide with the public assembly at the Esplanade.

The fee for the police during the parade is \$2,365, which is outstanding.

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


Pamela Walsh Boening
Village Clerk
Attachments

FREEPORT POLICE DEPARTMENT
PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION

Applicant:

ROBYN WORKMAN 65 WESTSIDE AVE FREEPORT NY 11520
Name Address Apt City State Zip
516-528-5668 516-240-1188
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

SPARKLE ON STAGE 195 WOODCLEFT AVE FRPT NY 11520
Organization Name Address City State Zip
516-240-1188
Telephone #

Organization Representatives (Other than applicant):

- | | | | |
|----|--|-------------------------------|-------------------------|
| 1) | <u>JOE ANTHONY SMITH</u>
<u>PRIDE ON THE MILE</u> | <u>516-784-0750</u> | <u>Co FOUNDER</u> |
| | <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 2) | _____ | _____ | _____ |
| | <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 3) | _____ | _____ | _____ |
| | <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 4) | _____ | _____ | _____ |
| | <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |

Parade/Public Assembly:

Date Requested: 6/21/25 Assembly Time: 12:00 AM PM
 Starting Time: 1:55 AM PM Finish Time: 2:30 AM PM

RECEIVED
 2025 MAY 19 1 P 1:22
 VILLAGE OFFICE
 FREEPORT NY

Route/Public Assembly Location:

We want to assemble at PARKING LOT - FRONT ST / WOODCLEFT AVE
Location
 The parade will start at TOP OF WOODCLEFT AVE to SOUTH - ON WOODCLEFT AVE to MANHANTAN ST
Location Location
West to Ocean Ave to North to Disband to _____ to _____
Direction/Location Direction/Location
 _____ to _____ to _____
Direction/Location Direction/Location
 _____ to _____ to _____
Direction/Location Direction/Location

Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?

- a) All of the width will be occupied? one side only
 b) Only a portion of the width will be occupied, consisting of 1 lanes.

If reviewing stand is to be used, where will it be located?

N/A

Participants:

What is the approximate number of:

- a) Persons _____
- b) Animals _____
- c) Vehicles 50
- d) Utility trailer float _____, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: CARS,

A minimum of (100) one hundred feet of space must be maintained between units.

Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: _____

Cars will be decorated.

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: Yes No
If yes, please describe and attach all related correspondence or permits that authorize their use.

Esplanade / Sidewalks on Woodaleff.

What is the estimated number of spectators or Public Assembly visitors? 200

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



Signature

Sworn to before me this 19 day of May, 2025


NOTARY PUBLIC

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

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

Insurance Requirement Notice: (if required)

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

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

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

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

Contractual Liability coverage or the hold harmless cited below, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.

(Name of applicant or contracted operator) agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of (municipal property/location) in Freeport by (Name of applicant or contracted operator), whether or not such injury to persons or damage to property are due or claim to be due to any negligence of (Name of applicant or contracted operator) their employees or agents.

Sign: Robyn Workman Spatch on Stage Inc
(Name of representative and company name)

Date: 5/16/25

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

Fees: *If the application is for the use of any village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.*

Affirmation of Understanding and Awareness:

I Robyn Workman acting as an authorized representative of _____ swears under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155; Article VI entitled Parades and Public Assemblies. Further, if granted a permit I agree to abide by all of the provisions and stipulations of such code.

[Signature]
Signature of Applicant

Sworn to before me this 17

day of May 2025

[Signature]
Notary

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Sparkle on Stage Inc. 65 Westside Ave..

<u>Freeport</u>	<u>New York</u>	<u>11520</u>	<u>516-528-5668</u>
City	State	Zip	Telephone #

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

EVENT: PRIDE ON THE MILE PARADE

DATE: SATURDAY, JUNE 21, 2025 Time: 1:55 P.M. TO 2:30 P.M.

Assembly Time: 1:00 P.M.

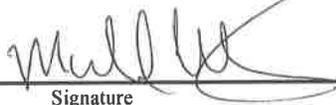
- Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.**
- The applicant and participants will walk or drive in the street with police assistance on a pre-determined route, starting at the intersection of Front St. and Woodcleft Ave. South on Woodcleft Ave. to Suffolk Ave.**
- The applicant and participants will adhere to village regulations while participating in the parade.**
- In addition at the time and date listed herein the applicant is permitted to wind down in Municipal parking field # 30**
- If an emergency occurs, the applicant, participants and attendees must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers cannot be used to block the location. The sidewalk is not permitted to be obstructed at any time by participants or spectators.**
- Use of amplified sound must abide by the village noise ordinances.**
- Applicant and participants will shut down the event and clear the roadway at 2:40 P.M. sharp without prompting from police or village officials**
- Applicant: Robyn Workman 516-528- 5668**

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

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

Please note the parade/public assemblies permit may be revoked by the Chief of Police, or

designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.

Issued by Asst. Chief Michael G. Williams  05/22/2025
Rank Name Signature Date

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

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael Williams
DATE: May 22, 2025
RE: Sparkle on Stage Inc.- Pride on the Mile Parade

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

I do anticipate that there will be police overtime costs incurred due to this event. The cost of police overtime is approximately \$2365.00.

Thank you,



Michael Williams
Asst. Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Robert Fisenne, Superintendent of Public Works

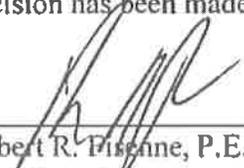
DATE: May 20, 2025

RE: Parade and Public Assembly Permit Application

Applicant:	Robyn Workman
Date:	Saturday, June 21, 2025
Assembly:	12:00 Noon
Time:	1:55 pm to 2:30 pm
Route:	From Front Street and proceed south on Woodcleft Ave, to Manhattan Street, west to South Ocean Avenue and disband

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Robyn Workman, on behalf of the Sparkle on Stage Inc. to hold an the "Pride on the Mile" parade, which will consist of 50 decorated cars. This event will coincide with the public assembly at the Esplanade.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Wednesday, May 21, 2025 4:20 PM
To: Pamela Boening
Subject: RE: Pride on the Mile Parade 06/21/25

I have reviewed the Parade & Public Assembly Permit application for June 21, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as the applicant indicated they would be occupying only half the street.

Event Coordinator(s) should be cognizant of moving the participants if Emergency Vehicles are approaching.

Please remind the applicant(s) that access to the area(s) must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

Raymond F. Maguire
Executive Director
Freeport Fire Department
Office: 5163772190
Cell: 5166801801
Fax: 5163772499

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, May 20, 2025 12:16 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: Pride on the Mile Parade

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Tuesday, May 27, 2025 2:35 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: Pride on the Mile Parade

The insurance is approved for the Pride on the Mile Parade

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, May 20, 2025 12:16 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: Pride on the Mile Parade

Please send recommendation.



VILLAGE OF FREEPORT
VILLAGE CLERK
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520
(516) 377-2300 FAX (516) 771-4127

ROBERT T. KENNEDY
MAYOR

PAMELA WALSH BOENING
VILLAGE CLERK

May 23, 2025

Ms. Robyn Workman
65 Westside Avenue
Freeport, New York 11520

RE: June 21, 2025 Parade and Public Assembly Permit Application

Dear Ms. Workman,

The police department reviewed the application, submitted on behalf of Sparkle on Stage, for a parade and public assembly on Woodcleft Avenue tentatively scheduled for June 21, 2025. The approximate cost of police presence for the parade is \$2,365.00. A check in the amount of \$2,365, payable to the Incorporated Village of Freeport, must be received two weeks prior to the event.

In the event that you decide not to move forward with this application, please submit a letter of withdrawal to the Clerk's office.

If you have any questions, do not hesitate to call me at 516-377-2254.

Sincerely,

Pamela Walsh Boening
Village Clerk

cc: Police Department

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 29, 2025

RE: Carnival/Festival/Bazaar –REVISED DATES
Applicant: Freeport Chamber of Commerce
Date: June 28, 2025
Rain Date: June 29, 2025
Time: After dark - 9:15 P.M. to 9:45 P.M.
Assembly Time: 8:00 A.M.
Location: Guy Lombardo Marina

Attached is a copy of the request for a public assembly permit application, submitted by Freeport Chamber of Commerce, to hold a fireworks display at the Guy Lombardo Marina, on Friday, June 28, 2025 (rain date: June 29, 2025), with the fireworks show starting after dark. The set up time will begin at 8:00 A.M. and all equipment will be removed by 11:30 P.M.

This application is pending the submission of the proper insurance and approval of the police department arson and bomb squad.

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



Pamela Walsh Boening
Village Clerk

Attachments

Pamela Boening

From: Jen Jerome <jenj@bgccorp.com>
Sent: Thursday, May 22, 2025 1:45 PM
To: Pamela Boening
Cc: Ken Dookram; Freeport Chamber
Subject: (External E-mail)FREEPORT FIRE WORKS - REVISED DATE - 2025

Hi Pam,

After further discussion, we have decided to move the date of the Fireworks to the 28th of June with a rain date of June 29th.

Do I need to send a revised application or can it be changed on your end?

Warm Regards,

Jennifer Jerome

516 623 2945 www.bgccorp.com Office@bgccorp.com



Disclaimer

CAUTION: This email originated from outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.

WILL BE DISCUSSED W/ DPW

J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

K) Are any other public facilities or equipment to be utilized: NO Yes/No
If yes, please describe and attach all related correspondence or permits that authorize their use.

NO

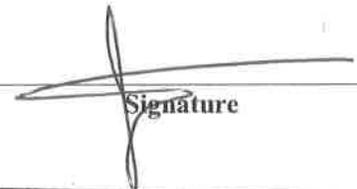
L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

N/A

M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

N/A

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


Signature

Sworn to before me this 23RD day of May, 2024



NOTARY PUBLIC

Tara Colletti
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6309284
Qualified in Nassau County
Commission Expires 10/14/2026

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

I) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.

WILL BE DISCUSSED W/ DPW

J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

K) Are any other public facilities or equipment to be utilized: No Yes/No
If yes, please describe and attach all related correspondence or permits that authorize their use.

No

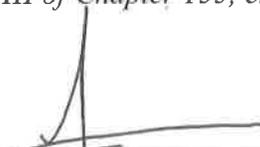
L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

N/A

M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

N/A

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



Signature

Sworn to before me this
11th day of May, 2025

Tara Colletti
NOTARY PUBLIC

Tara Colletti
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6309284
Qualified in Nassau County
Commission Expires 10/17/26

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

Pamela Boening

From: Jennifer Jerome <jjerome@fhany.org>
Sent: Friday, May 23, 2025 9:27 AM
To: Pamela Boening
Cc: kendookram.svj@statefarm.com; 'Freeport Chamber '
Subject: (External E-mail)RE: (External E-mail)FIREWORKS - DATE CHANGE

Hi Pam,

I reach out to Eric Collins today and we are clear to roll with the fireworks. 😊

Have a great weekend.

Jennifer

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, May 22, 2025 10:22 AM
To: Jennifer Jerome <jjerome@fhany.org>
Cc: kendookram.svj@statefarm.com; 'Freeport Chamber ' <freeportchamber@gmail.com>
Subject: RE: (External E-mail)FIREWORKS - DATE CHANGE

You also need to speak with Eric Collins at the Marina and see if he is able to accommodate the dates.

Pamela Walsh Boening
Village Clerk

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



President, LIVCTA

From: Jennifer Jerome <jjerome@fhany.org>
Sent: Thursday, May 22, 2025 10:07 AM
To: Pamela Boening <pboening@freeportny.gov>
Cc: kendookram.svj@statefarm.com; 'Freeport Chamber ' <freeportchamber@gmail.com>
Subject: (External E-mail)FIREWORKS - DATE CHANGE

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Freeport Chamber of Commerce 11 Richmond St.

Freeport NY 11520 (516) 223-8840
City State Zip Telephone #

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

EVENT: **FREEPORT FIREWORKS DISPLAY**
FIREWORKS SHOW GUY LOMBARDO MARINA PUBLIC ASSEMBLY

DATE: **SATURDAY JUNE 28TH, 2025**

RAIN DATE: **SUNDAY, JUNE 29TH, 2025**

TIME: **9:15 P.M. TO 9:45 P.M.**

Applicant: **Jennifer Jerome 917-714-5435**

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 10:00 P.M., without prompting from police or village officials.
3. Participants will shut and clear area immediately thereafter without prompting from police or village officials.
4. If an emergency occurs, participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.

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

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

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

Issued by Asst. Chief Michael G. Williams 05/22/2025
Rank Name Signature Date

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

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

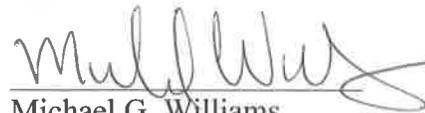
40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh-Boening
FROM: Assistant Chief Michael Williams
DATE: May 22, 2025
RE: Chamber of Commerce- Fireworks Display 2025

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

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

Thank you,



Michael G. Williams
Assistant Chief of Police

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

2025 MAY 23 11 A 10:48

RECEIVED

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

TO: Pamela Walsh Boening, Village Clerk

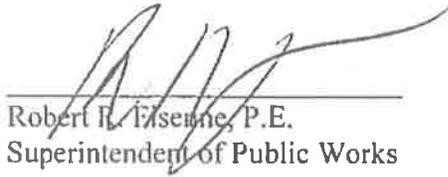
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works

DATE: May 22, 2025

RE: REVISED DATES
Carnival/Festival/Bazaar Public Assembly Permit Application
Organization: Freeport Chamber of Commerce
Applicant: Jennifer Jerome
Date: Saturday, June 28, 2025
Rain Date: Sunday, June 29 2025
Time: 9:15 pm – 9:30 pm to 9:45 pm
Set-up Time: 8:00 am
Location: Guy Lombardo Marina

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Jennifer Jerome, on behalf of the Chamber of Commerce to hold a fireworks display. The fireworks show will begin after dark.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Friday, May 23, 2025 10:29 AM
To: Pamela Boening; smithm@freeportpolice.org; Robert Fisenne; Christine Maguire
Cc: Michael Williams; Donnie Ethier; Mary Muldowney; Ben Terzulli; Sheryl Sobers; Sabrina Lafleur; Madelyn de la Fe; Conor Kirwan
Subject: RE: REVISED DATE JULY 4th FIREWORKS 6.28.2025

In reviewing the application, it appears to be consistent with prior permit requests

The date change will have no impact on us

We see no negative impact on our operation. The FD will have apparatus assigned that evening

Ray Maguire

Raymond F. Maguire
Executive Director
Freeport Fire Department
Office: 5163772190
Cell: 5166801801
Fax: 5163772499

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, May 22, 2025 2:59 PM
To: smithm@freeportpolice.org; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: RE: REVISED DATE JULY 4th FIREWORKS 6.28.2025
Importance: High

Please see revised dates for the July 4th Fireworks display and send new recommendation.

Thanks,

Pamela Walsh Boening
Village Clerk

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

Pamela Boening

From: Christine Maguire
Sent: Thursday, May 29, 2025 9:47 AM
To: Jen Jerome
Cc: Conor Kirwan; Pamela Boening
Subject: 6/28/25 Fireworks
Attachments: 2024 fireworks documents.pdf

Importance: High

Hi Jennifer,

I received the application you submitted for the Chamber of Commerce fireworks display on 6/28/25. In order to approve this we will need the liability insurance certificate and the hold harmless on your companies letter head (both listed in the application).

I attached what you submitted last year to this email.

If you have any questions please let me know.

Thank you,

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

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

TO: Mayor Robert T. Kennedy

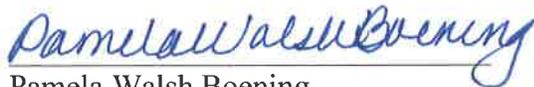
FROM: Pamela Walsh Boening, Village Clerk

DATE: May 29, 2025

RE: Carnival/Festival/Bazaar
Organization: Freeport Fire Department Vigilant Hose Co. #2
Date: August 24, 2025
Rain Date: August 31, 2025
Time: 10:00 A.M. to 5:00 P.M.
Set Time: 10:00 A.M.
Location: Rear portion of Parking Field #4

Attached is a copy of the request for a public assembly permit application, submitted on behalf of Vigilant Hose Co. #2, to hold a car show fund raiser in the rear portion of parking field #4, on August 24, 2025 (rain date: August 31, 2025) from 10:00 A.M. to 5:00 P.M. Approximately 500 individuals will be in attendance throughout the day.

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



Pamela Walsh Boening
Village Clerk

Attachments

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

2025 MAY -6 P 12: 11

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY
VILLAGE OF FREEPORT, NY

Applicant: Email: KAREEMCK@MSN.COM
Kareem L. McKnight 329 N. Columbus Freeport NY 11520
Name Address Apt City State Zip

(516) 924-5949 (718) 954-4368 Freeport Fire Dept. Vigilant Hose
Telephone # Business # Permit Applicant Organization Affiliation Company/2

Organization: Vigilant
Freeport Fire Dept. Hose company #2 15 Broadway Freeport NY 11520
Organization Name Address City State Zip
(516) 377-2346
Telephone #

Organization Representatives (Other than applicant):

- 1) Julio Rodriguez 516 415-4947 Third Asst. Chief
Name Contact Phone# Position
- 2) Kareem L. McKnight (516) 924-5949 Firefighter
Name Contact Phone# Position
- 3) Andrew Mileo (516) 317-6203 Firefighter
Name Contact Phone# Position

Carnival/Festival/Bazaar Operator / Contractor:

Exit Events LLC 27 PARKSIDE RD W Hempstead NY 11552
Business Name Address City State Zip
TASKIN SORER (516) 902-4231
Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: CAR SHOW FUNDRAISER

Requested Carnival/Festival/Bazaar Location: Lot 4 R/O 15 Broadway Freeport NY 11520
verbal 10.60.

Set Up Day: Aug 24, 2025 **Date:** 08/24/2025 **Set Up Start Time:** 10:00 AM/PM

Dates of operation:

- 1st Day: _____ Date: 08/24/2025 Start Time: 10:00 AM/PM End Time: 5:00 AM/PM
- 2nd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
- 3rd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
- 4th Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM

Equipment Removal will be done by: Date: 08/24/2025 Time: 9:00 AM/PM

Rain Date: NO YES Date: 08/31/2025

To process your Carnival/Festival/Bazaar ~ Public Assemblies Permit Application requesting the use of municipal property the Village of Freeport will need the information listed below. A confirmation of this information must be provided in writing, executed by someone in authority from the organization. (Attach additional sheets as necessary)

A) Will the Carnival/Festival/Bazaar occupy all or only a portion of the width of the property requested?

VENDOR WILL OCCUPY A SMALL PORTION OF THE PROPERTY REQUESTED.

B) List each ride or inflatable (i.e. bouncy houses).

Indicate type of ride or inflatable, dimensions of same and space or square footage required for setup.

NO RIDES OR BOUNCY HOUSES.

C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.

10 VENDORS WITH A VARIETY OF GOODS BEING SOLD.

FOOD, CLOTHING, AND ADVERTISING. EACH VENDOR WILL RECEIVE A 10X10 SPACE

D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.

NO SUPPORTING ~~VEHICLES~~ VEHICLES ON SITE. VENDORS ARE INSTRUCTED TO UNPACK THEIR BOOTHS AND PARK VEHICLES OUTSIDE.

E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.

1,341 FT

F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.

NO ANIMALS

G) What is the estimated number of customers you expect daily? 500

H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.

10 GARBAGE CANS, 4 PORTER POTTIES, AND EXIT EVENTS LLC ALONG SIDE FREEPORT F.D. WILL BE RESPONSIBLE OF EVENT CLEAN UP

D) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.

19 people to work the event paid by Exit Events LLC will work security, park vehicles, check in cars and spectators, and run event.

J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

Randall Ave between north main street and Harding Pl will be used to enter and exit of event. No public work assisted for this. Barricades needed.

K) Are any other public facilities or equipment to be utilized: Yes/No (No)
If yes, please describe and attach all related correspondence or permits that authorize their use.

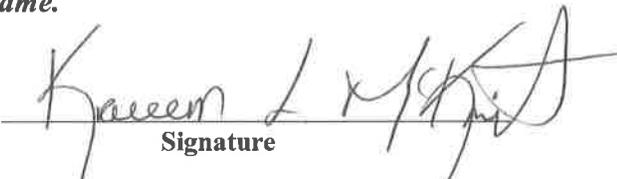
L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

Advertising for event will be advertised on all social media platforms by Exit Events LLC. Paper flyers to be handed out the community.

M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

N/A

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


Signature

Sworn to before me this
5th day of March, 20 25


NOTARY PUBLIC

JONATHAN REYES
Notary Public, State of New York
No. 01RE6222276
Qualified in Nassau County
Commission Expires: 7-21-26

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

Insurance Requirement Notice:

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

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

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

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

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

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

Insurance Requirement Notice (continued):

FID
(Fill in Name of applicant or contracted operator) _____, agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of _____ **(Name of municipal property/location)** in Freeport, by _____ **(Name of applicant or contracted operator)** _____, whether or not such injury to persons or damage to property are due or claim to be due to any negligence _____ **(Name of applicant or contracted operator)** _____ of _____ **(Name of applicant or contracted operator)** _____ their employees or agents.

Sign: _____ **(Name of representative and company name)**

Date: 3/5/25

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

Signature

Jonathan Reyes
Applicant

Sworn to before me this 5th
day of March 2025

[Signature]
Notary



Application Approved: _____

Application Denied: _____

By: _____

ON LETTERHEAD

#4



February 2025

To Whom It May Concern:

Vigilant Hose Company No2 Freeport FD with Exit Event LLC agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damages because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use there of, arising out of or in consequence of the use of Lot 4 located at 25 Broadway Freeport Ny 11520 by Vigilant Hose Company Freeport FD and Exit Events LLC, whether or not such injury to persons or damage to property are due or claim to be due to any negligence Vigilant Hose Company No2 Freeport FD and Exit Event LLC and their employee or agents.

Sign Kareem L. McKnight (Kareem L. McKnight)

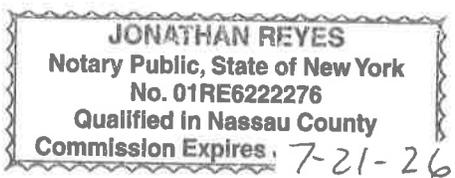
Date March 5, 2025

The above-mentioned insurance must be provided by all sponsors included in this event.

Signature Kareem L. McKnight

Sworn to before me this 5th
Day of March 2025
Notary [Signature]

Taskin Sener
Owner of Exit Events LLC
Email : Info@exitevents.org
Website: Exitevents.org



HARDING PL

ROAD CLOSED

EXIT

RANDALL AVE

US Social Security Administration

~~ENTRANCE~~
ENTRANCE

Speed Bump
1

Speed Bump
2

Barbed Wire



IN MAIN ST

Vigilant Hose Company #2

May 5, 2025

From: Firefighter Kareem L. McKnight

To: Raymond F. Maguire, Executive Director
Freeport Fire Department

Subject: Car and Motorcycle Show – Sunday, August 24, 2025

Dear Chief Maguire,

I hope this message finds you well.

I am writing to inform you that we are planning to host a community Car and Motorcycle Show on Sunday, August 24, 2025. The event is intended to bring the community together in a positive and family-friendly environment while celebrating our shared passion for cars, motorcycles, and local unity.

I've already spoken with Pastor Jose Liz of the Freeport Bible Center, and we've received his full blessing and support for hosting the show on that date. Pastor Liz also approved our use of the church parking lot for the event, which will serve as one of the main areas for display and gathering.

I wanted to make sure you were aware and kept in the loop, as we move forward with preparations. Please let me know if there are any forms or procedures that need to be completed with the department to ensure everything is handled properly.

Thank you in advance for your time, leadership, and continued service to the community.

Respectfully,


Kareem L. McKnight

Firefighter

Freeport Fire Department

Cell: (516) 924-5949

Email: KareemMcK@msn.com

FREEPORT FIRE DEPT



VIGILANT HOSE 2
CAR & BIKE SHOW PROPOSAL

POSSIBLE DAYS FOR EVENT :

PRIME DAYS AVAIABLE: SUNDAY, AUGUST 24, 2025

RAIN/WEATHER DAY: SUNDAY, AUGUST 30, 2025

TIME: 10^{~~0~~}AM-5PM

LOCATION

PARKING LOT 4 R/D
15 BROADWAY, FREEPORT NY 11520



EVENT CORRIDATORING COMPANY: EXIT EVENTS LLC.

Information for Exit Events LLC:

Website: Exitevents.org

Exit Social Media:

Instagram- Teamexit_ny, Exitevents_ny , Exitladies

Facebook- Exit Events

Event Coordination

- 1) CARS AND BIKES WILL REGISTER ON EXITEVENTS.COM
- 2) EACH APPROVED VECHILE WILL RECEIVE A PERSONAL FLYER
- 3) PHOTOSHOOT TO BE SCHEDULE MIN 2 MONTHS AHEAD OF APPROVED DATE
- 4) Exit Events provide security and staff

POSSIBLE EVENTS DURING SHOW

- 1) Tug of war
- 2) Low Car Limbo
- 3) 2 Step Exhaust Competition
- 4) Trophies
- 5) Bike Stunts

Flyer For Event List:

- 1) Freeport Fire Department (with the companies that want to partner up)
- 2) Car & Bike Show
- 3) Day, Time, & Location
- 4) Trophies to be provided
- 5) Flyer with qr code
- 6) Food Trucks Vendors available
- 7) run 50/50 raffle
- 8) Live DJ (Provided by Exit Events)

TARGET FOR EVENT

Attendance

- Minimum of 500 spectators expected for the venue.
- **Vehicles:** Both bikes and cars are welcome.

Fee Collection

- **Fire Department:** Responsible for collecting spectator and vendor fees.
- **Exit Events LLC:** Will manage car and bike registration fees.
 - **Pre-registration:** Available online at a lower rate.
 - **Day-of Registration:** Higher fee.

Promotion

- Promotion will be handled via Exit Events' social media platforms and website.
- **Printed Flyers:** Provided to the fire department prior to the show for distribution.
- **Photo Shoot:** To be scheduled as part of the event promotion.

Logistics

- **Fire Department Responsibilities:**
 - Securing permits.
 - Providing porta potties and trash bins.
 - Cleaning the venue after the event.
 - Collecting and managing the 50/50 raffle.
- **Exit Events Responsibilities:**
 - Providing staff for vehicle parking and event operations.
 - Arranging judges and trophies.

Special Events

- **Low Car Limbo:** Test vehicles for the lowest clearance.
- **2-Step Exhaust Competition:** Showcasing loud and rhythmic exhaust notes.
- **Bike Stunt Show:** Featuring skilled bikers performing tricks.
- **Tug of War:** Fun and interactive challenge for attendees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
INSURED Exitevents 27 Parkside Rd West Hempstead, NY 11552	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State National Insurance Company, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 12831

COVERAGES

CERTIFICATE NUMBER: 847101714

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXT7C9493Q-03-GL	12/03/2024	12/03/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NXT7C9493Q-03-GL	12/03/2024	12/03/2025	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Village of Freeport. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Village of Freeport
Vigilant hose company No2 Freeport FD
46 N Ocean Ave
Freeport, NY 11520

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of FFD Vigilante Hose Co. #2 15 Broadway

Freeport New York 11520 (516) 924-5949
City State Zip Telephone #

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

Event: Car Show Sponsored by the Freeport F.D. Vigilante Hose Co. #2

Date: Sunday, August 24th, 2025

Time: 10:00 a.m. to 5:00 p.m.

Assembly: 10:00 a.m.

Rain Date: August 31st, 2025

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The applicant must notify all residents and business personnel with notice of the event and any anticipated road closures. The Applicant must abide by any Governors Executive orders that may exist at the time.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 5:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down the event at 5:00 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the event participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.***
- 6. Applicants: Kareem L. McKnight (516) 924-5949**
- 7. No speed events of any kind shall be permitted.**

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

THE PARADE/PUBLIC ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED

TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

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

Issued by Asst. Chief Michael G. Williams  05/15/2025
Rank Name Signature Date

CC to: Mayor Village Attorney Fire Chief Public Works Affected Public
Transportation Utilities Other: **FREEPORT BIBLE CENTER**

INTER-DEPARTMENT CORRESPONDENCE

FREEPORT POLICE DEPARTMENT

**Michael Smith
Chief of Police**

**40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432**

**TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: 05/15/2025
RE: Car Show – Parking Field # 4**

After reviewing the attached Permit Application I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves the permit it will be valid.

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

Thank you,



Michael G. Williams
Assistant Chief of Police

RECEIVED
2025 MAY 19 11:57
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

✓

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

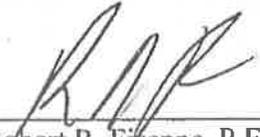
TO: Pamela Walsh Boening, Village Clerk

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

DATE: May 14, 2025

RE: Carnival Festival Bazaar Public Assembly Permit Application
Applicant: Kareem McKnight/Freeport Fire Dept. Vigilant Hose Co. #2
Date: Sunday, August 24, 2025
Time: 10:00 am – 5:00 pm
Rain Date: Sunday, August 31, 2025
Setup Time: 10:00 am
Location: Rear portion of Parking Field #4

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Kareem McKnight on behalf of the Freeport Fire Department Vigilant Hose Co. #2 to hold a car show fundraiser. I am conditionally approving this permit with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Wednesday, May 14, 2025 4:11 PM
To: Pamela Boening
Subject: RE: 8.24.2025 FFD CAR SHOW PUBLIC ASSEMBLY

I have reviewed the Parade & Public Assembly Permit application for August 24, 2025 (Rain Date: 08/31/25)

I do not foresee any negative impact in the performance of our duties as the Fire Dept will be participating in this event. Event Coordinator(s) should be cognizant of moving the participants off the street if Emergency Vehicles are approaching.

Please remind the applicant(s) that access to the area(s) must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

Raymond F. Maguire
Executive Director
Freeport Fire Department
Office: 5163772190
Cell: 5166801801
Fax: 5163772499

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, May 14, 2025 11:35 AM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 8.24.2025 FFD CAR SHOW PUBLIC ASSEMBLY

Please send recommendation.

Thanks,

Pamela Walsh Boening
Village Clerk

Pamela Boening

From: Christine Maguire
Sent: Wednesday, May 14, 2025 11:42 AM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 8.24.2025 FFD CAR SHOW PUBLIC ASSEMBLY

Insurance for the 8.24.2025 FFD CAR SHOW PUBLIC ASSEMBLY is approved

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, May 14, 2025 11:35 AM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 8.24.2025 FFD CAR SHOW PUBLIC ASSEMBLY

Please send recommendation.

Thanks,

Pamela Walsh Boening
Village Clerk

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



Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma Lancaster, Village Assessor
 DATE: May 20, 2025
 RE: Tax Certiorari Negotiated Settlement

Permission is requested from the Board to approve the recommended negotiated settlement for the property listed below.

Petitioner Attorney: **Sean M. Cronin, Esq.**
Cronin & Cronin Law Firm, PLLC

Petitioner: Cindy Ajaonu
 Deed Property Assignee - Ocean Med Properties

Property Addressess 3-25 North Main Street
 55 / 264 / 60

Total Refund: 2016/2017 to 2025/2026 – Total Refund: **\$22,659.58** – Total AV: **39,600**
 going forward 2026/2027, 2027/2028, and 2028/2029.

Year	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	54,650	63,030	0	0.62296	\$0.00
2017/18	54,650	59,730	0	0.62296	\$0.00
2018/19	54,650	59,400	0	0.62296	\$0.00
2019/20	54,650	56,760	0	0.62296	\$0.00
2020/21	54,650	56,700	0	0.62296	\$0.00
2021/22	54,650	53,605	1,045	0.62296	\$650.99
2022/23	54,650	53,250	1,400	0.62296	\$872.14
2023/24	54,650	46,150	8,500	0.61649	\$5,240.17
2024/25	54,650	43,878	10,772	0.61561	\$6,631.35
2025/26	54,650	39,600	15,050	0.61561	\$9,264.93

REFUND \$22,659.58

The settlement requires an approval from the Village Board and once approved the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2025 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

Permission is further requested that the Village Treasurer issue a refund to the petitioner's attorney for the above property.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for Sean M. Cronin, Esq., Cronin & Cronin Law Firm, PLLC:

Year	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	54,650	63,030	0	0.62296	\$0.00
2017/18	54,650	59,730	0	0.62296	\$0.00
2018/19	54,650	59,400	0	0.62296	\$0.00
2019/20	54,650	56,760	0	0.62296	\$0.00
2020/21	54,650	56,700	0	0.62296	\$0.00
2021/22	54,650	53,605	1,045	0.62296	\$650.99
2022/23	54,650	53,250	1,400	0.62296	\$872.14
2023/24	54,650	46,150	8,500	0.61649	\$5,240.17
2024/25	54,650	43,878	10,772	0.61561	\$6,631.35
2025/26	54,650	39,600	15,050	0.61561	\$9,264.93

REFUND \$22,659.58

WHEREAS, these refunds are from grievances to the 2016/2017 through 2024/2025 Final Assessment Rolls and apply the amount to the specific properties attached; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review, comprised of members of the Board of Trustees, is hereby authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorized the Village Treasurer to issue a corrected tax bill and refund to Sean M. Cronin, Esq., Cronin & Cronin Law Firm, PLLC, in the amount of \$22,659.58.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: May 20, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Consulting Services – Environmental Laboratories, Inc.

Attached is a consulting agreement for Environmental Laboratories, Inc. (ELI) to continue to provide emissions testing services for Power Plants 1 and 2. These tests are required by the New York State Department of Environmental Conservation. ELI has done a satisfactory job in the past and its services will be used on an as needed basis. No funds were spent on the 2024/2025 contract.

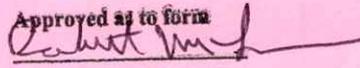
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve a contract with Environmental Laboratories, Inc. of 57 Verdi Street, Farmingdale, New York 11735, for emissions testing services at Freeport's Power Plants 1 and 2 for a term of one year effective March 1, 2025 for the not to exceed cost of \$15,000.00. These services will be charged to accounts E 7143151 510000, E 7143152 510000, E 7143156 510000 (Regulatory Agency Expenses). Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 22, 2024, the Board approved an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc (ELI), 57 Verdi Street, Farmingdale, New York 11735, for a not to exceed amount of \$15,000 from March 1, 2024 through February 28, 2025; and

WHEREAS, the Freeport Electric Utility has requested to enter into a consulting agreement with Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, in an amount not to exceed \$15,000 for emissions testing services on Power Plants #1 and 2; and

WHEREAS, these tests are required by the New York State Department of Environmental Conservation and ELI has done a satisfactory job in the past and its services will be used on an as needed basis; and

WHEREAS, to date, no funds have been expended on the current contract; and

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

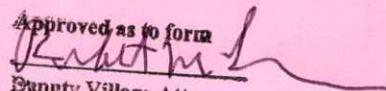
WHEREAS, the Superintendent of Electric is requesting that the contract be approved for an amount not to exceed \$15,000, for a retroactive term commencing on March 1, 2025, and ending on February 28, 2025; and

WHEREAS, these services will be charged to accounts E 7143151 510000, E7143152 510000, and E 7143156 510000 (Regulatory Agency Expenses); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to execute any and all documentation necessary to effectuate an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc. (ELI), 57 Verdi Street, Farmingdale, New York 11735, for an amount not to exceed \$15,000, for a retroactive term commencing on March 1, 2025, and ending on February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr, Superintendent of Electric Utilities January 24, 2024
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 22, 2024:

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

WHEREAS, the Freeport Electric Utility has requested to enter into a consulting agreement with Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, in an amount not to exceed \$15,000 for emissions testing services on Power Plants #1 and 2; and

WHEREAS, these tests are required by the New York State Department of Environmental Conservation and ELI has done a satisfactory job in the past and its services will be used on an as needed basis; and

WHEREAS, to date, no funds have been expended on the current contract; and

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

WHEREAS, the Superintendent of Electric is requesting that the contract be approved for a period from March 1, 2024 through February 28, 2025, for a not to exceed \$15,000; and

WHEREAS, these services will be charged to accounts E 7143151 510000, E7143152 510000, and E 7143156 510000 (Regulatory Agency Expenses); and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Superintendent of Electric Utilities, that the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, for a not to exceed amount of \$15,000 from March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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



CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

ENVIRONMENTAL LABORATORIES, INC.

MARCH 1, 2025 - FEBRUARY 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the 19th day of May, 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and ENVIRONMENTAL LABORATORIES, INC., with an office located at 57 Verdi Street, Farmingdale, New York 11735 (hereinafter referred to as "ELI"):

WITNESSETH:

WHEREAS, ELI has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular emissions testing at the IVF's Power Plants 1 and 2;

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

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

TERMS AND CONDITIONS

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

1. *Contract.*

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

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate ELI for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by ELI under this Agreement, the IVF shall pay ELI a fee not to exceed \$15,000.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

ELI shall provide general emissions testing services for the IVF's power plants on an as needed basis.

5. Extent of Services.

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

6. Expenses.

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

7. No Participation.

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

8. Insurance.

ELI is required to provide the following insurance:

- General Liability coverage in the amount of minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including the Inc. Village of Freeport as additional insured, and contractual liability coverage with "hold harmless" agreement must be noted on the certificate.
- ELI will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.
- Evidence of Workers' Compensation coverage in the statutory amounts shown on a C-105.2 or U-26.3 form (proof shown on an ACORD form is not sufficient).
- Evidence of NYS Disability coverage in the statutory amounts shown on a currently dated DB-120.1 (proof shown on an ACORD form is not sufficient).
- Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

9. *Death or Disability.*

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

10. *Assignment.*

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

11. *Notices.*

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

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

ENVIRONMENTAL LABORATORIES, INC.
57 Verdi Street
Farmingdale, NY 11735

12. *Confidentiality.*

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

13. *Entire Agreement and Waiver.*

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

14. *Amendments.*

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

15. *Parties in Interest.*

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

16. *Severability.*

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

17. *Subject Headings.*

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

18. *Applicable Law.*

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

19. *Disclosure.*

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

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

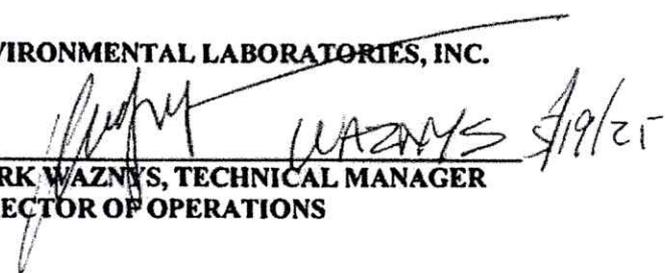
INCORPORATED VILLAGE OF FREEPORT

BY:

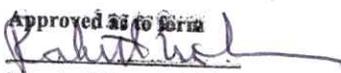
ROBERT T. KENNEDY, MAYOR

ENVIRONMENTAL LABORATORIES, INC.

BY:



**MARK WAZNYS, TECHNICAL MANAGER
DIRECTOR OF OPERATIONS**

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: May 30, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Pre-Feasibility Study at Power Plant 2 (REV)

Attached for your review is a proposal from RM Energy22, LLC (Consultant) for a pre-feasibility study to be conducted at Power Plant 2, 289 Buffalo Avenue, Freeport, NY. The study will determine the best use of the space and resources available at Power Plant 2 for additional energy generation. One of the areas of focus will be on the use of steam to generate power to store in a Battery Energy Storage System and/or sell to the Bulk Electric Grid.

RM Energy22, LLC has the credentials and significant experience required to carry out the pre-feasibility study. The Consultant will generate a report to document the findings. In addition, a virtual presentation will be made to discuss the findings.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into an agreement for engineering consulting services for the Power Plant 2 pre-feasibility study with RM Energy22, LLC, 5221 Elliott Drive, Hoffman Estates, IL 60192 for the period June 2, 2025 to February 28, 2026 for a fixed fee of \$49,400.00 for the contracted period; and that the Mayor be authorized to execute any and all documentation associated with this agreement. The cost for this service shall be funded through the NYSERDA 5737 Technical Assistance Grant. There are sufficient funds available to cover this expense.

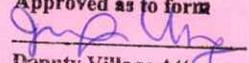


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Electric Utility has requested to enter into a consulting agreement for engineering consulting services for the Power Plant 2 pre-feasibility study; and

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

WHEREAS, RM Energy22, LLC, (RME), 5221 Elliott Drive, Hoffman Estates, IL 60192, has certain unique skills, abilities and expertise that will be useful to the Village, in particular conducting a pre-feasibility study of potential power generation options at Power Plant 2; and

WHEREAS, RME is an independent contractor ready, willing and able to provide services to the Village for the period commencing June 2, 2025, and ending February 28, 2026, for a fixed fee of \$49,400.00 for the contracted term; and

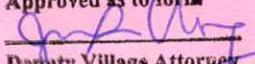
WHEREAS, the cost for this service shall be funded through the NYSERDA 5737 Technical Assistance Grant and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to execute any and all documentation necessary to effectuate a Consulting Agreement between the Incorporated Village of Freeport and RM Energy22, LLC, (RME), 5221 Elliott Drive, Hoffman Estates, IL 60192, for the period commencing June 2, 2025, and ending February 28, 2026, for a fixed fee of \$49,400.00 for the contracted term.

The Clerk polled the Board as follows:

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

Approved as to form


Deputy Village Attorney



Ram Madugula
President
312-965-7996
RMEnergy22@gmail.com

May 9, 2025

Subject: **Pre-Feasibility Study**

Mr. Eric Rosmarin
Superintendent of Electrical Utilities
Freeport Electric
46 North Ocean Ave
Freeport, NY 11520

Dear Mr. Rosmarin,

RM Energy22, LLC (RME) is pleased to submit this proposal for a pre-feasibility study at the Freeport Generation facility located in Freeport, NY.

Background

It is my understanding that the Village currently operates an LM6000 (50MW) in simple cycle operation with a hot SCR. Installed in 2004, the combustion turbine currently doesn't operate in sprint mode. The site has a 16" gas main with an incoming pressure of 200 psi to 300psi is elevated using gas compressors onsite. The plant has a Title V permit and is working with Climate Leadership & Community Protection Act (CLCPA) on making sure requirements are met. The machine operates as a peaker at about 1,200 hours per year. A much older Rolls Royce (20MW) serves as a black start unit using fuel oil. Additionally, the site also has two diesel reciprocating units (8.5MW).

Freeport Electric would like to make steam from exhaust heat, use a steam turbine to generate power to store in a Battery Energy Storage System (BESS) and/or sell to National Grid; also, steam can be used for building heating.

Approach

RME proposes the following tasks for this pre-feasibility study:

- Kickoff the effort with a meeting with Freeport Electric (FE) for one full day; this will include site walkdowns and data collection. The following is an initial list of documents needed for this phase of study:
 - Current system configuration data
 - Current plant operating model
 - Cost of electricity – buy and sell
 - Natural gas usage, availability and cost – firm or intermittent
 - Water usage, availability and cost
 - Water discharges
 - Current PPA
 - Steam needs for adjacent building
 - Permits
 - Energy demand projections & market studies
 - Grants under consideration
- Concept and configuration definition
 - 1x1 combined cycle configuration with the existing LM6000
 - New 1x1 combined cycle plant

- Use of new reciprocating engines as peakers
- Use of battery storage

Note that during this pre-feasibility phase, the adjacent LM6000 is not considered as it is not presently owned by FE. Also, excludes electrical reviews for upgrades of an exacting nature

- General layout drawing(s)
- Process flow diagram
- Estimated performance
- Water needs
- Environmental cursory reviews
- Grants review/requirements
- Indicative cost estimates
- Indicative schedule
- High level financial model and payback
- Next steps definition
 - Project implementation approaches
 - Contracting approaches

This pre-feasibility study should help as input to an RFP for a more detailed feasibility study.

Deliverables

A report will be prepared at the end to document the above findings. Additionally, a virtual presentation will be made to discuss findings.

Schedule

RME to work with FE's schedule from authorization to completion of study. It is anticipated that the work can be completed within two months after authorization, assuming all the input data is available.

Pricing

RME proposes to perform the above scope of work for a fixed price of \$49,400. This includes travel to the site for our one-day meeting. Additionally, RME proposed to work under the attached general terms and conditions.

Please find attached my resume indicating my extensive experience in the area of combustion turbines and combined cycles.

If you have any questions regarding this, please feel free to contact me.

Sincerely,



Ram Madugula
President
RM Energy22, LLC



Education

- MS Mechanical Engineering—Illinois Institute of Technology—1986
- BS Mechanical Engineering—University of Illinois Chicago—1982
- Associate Degree Mathematics—University of Illinois Chicago—1982

Registrations

Professional Engineer (Alabama, Illinois, and Michigan)

Proficiencies

- Project Management
- Contract Negotiation
- Combustion Turbine / Combined Cycle
- Integrated Gasification Cycle
- CHP Units
- Renewable Technologies

Responsibilities

Ram Madugula has more than 40 years of diversified experience in the engineering profession. Ram has development and design experience associated with renewables, combined cycles, biomass, coal, and CHP technologies. Ram's scope of work included financial viability analyses, concept development, project cost estimation, systems integration, contract reviews, and bringing the right parties together for project success. Additionally, Ram has experience with EPC and multi-contract projects. Ram's experience and technical depth has been very useful on both sides of a project—implementation teams as well as development teams. Ram is currently serving as a consultant to the energy industry in the areas of due diligence, concept design, contract negotiations, project viability analysis, energy optimizations, feasibility studies, and project administrative oversight.

Relevant Experience

Power Engineers Collaborative, LLC | Chicago, IL | 2013–2021

President

As President, Ram was responsible for business development, execution of projects, and administrative oversight at Power Engineers Collaborative, LLC. Ram was tasked with the day-to-day business administration of company. Ram actively participated in project and contract reviews, provided guidance

RAM MADUGULA



and assistance to support successful execution of all projects, and was responsible for the company's overall profitability.

Select Design & EPC Experience

Ford Motor Company | 2019–2021

Michigan | Project Director for Ford CHP, a 35-MW power and steam project. The scope included detailed engineering of plant as part of an EPC team.

Waste-To-Energy Project, Confidential Client | 2020–2021

California | Project Director for an Owner's Engineering Project, a 25-MW WTE project.

Sebewaing Light & Power | 2019–2020

Michigan | Project Director for an Owner's Engineering Project, a 7-MW CHP project using reciprocating engines.

Invenergy | 2014–2021

Texas | Project Director for Ector County simple cycle, 350-MW detailed engineering project in Odessa, TX.
Illinois | Project Director for Nelson Expansion, 170-MW detailed engineering project in Nelson, IL.

Jerome Digestor Project | 2019

Idaho | Project Director for an Owner's Engineering Project to convert manure to RNG.

Alliant | 2017–2019

Wisconsin | Project Director for Bottom Ash Conversion for Edgewater Unit 5. The scope included detailed engineering as part of an EPC team.

MidAmerican Energy Company | 2014–2015

Iowa | Project Director for 1050-MW wind projects around Des Moines, IA. The scope included OE support overseeing EPC contractors and Siemens (OEM).

Indeck Energy Services | 2013–2014

Texas | Project Director for Wharton County simple cycle, 650-MW owner's engineering project.

Sargent & Lundy LLC | Chicago, IL | 1982–2013

Vice President

As Vice President, Ram was the project director on a number of projects. The scope of work in his group included engineering work by all disciplines, quality control, equipment procurement, cost control, and contract administration.

Select Design & EPC Experience

Calpine & NOVEC | 2007–2013

Virginia & Various | Coal plant uprates, combined-cycle projects, and a 50-MW biomass project.



MidAmerican Energy Company | 2003–2008

Iowa | Project manager for Council Bluffs Unit 4, a 790-MW supercritical coal-fired power plant. The scope included detailed engineering of plant.

Calpine Corporation | 2000–2003

Alabama | Project manager for Hillabee Energy Center, a 700-MW combined-cycle power plant. The plant utilizes Siemens-Westinghouse's latest "G" technology combustion turbines in a 2x2x1 configuration. Responsible for all engineering activities associated with the project.

Calpine Corporation | 1998–2000

Texas | Project manager for Magic Valley Generating Station, a 700-MW combined-cycle power plant. The plant utilizes Siemens-Westinghouse's latest "G" technology combustion turbines in a 2x2x1 configuration. Responsible for all engineering activities associated with the project.

Calpine Corporation | 1997–2008

Arizona | Lead Mechanical Engineer for Southpoint Generating Station, a 500-MW combined-cycle power plant. Responsible for detailed design of all mechanical systems and equipment utilizing "F" technology machines.

Jiangsu Electric Power Company | 1995–1996

China | Lead Mechanical Engineer for Yangzhou Units 1 & 2, a 660-MW coal-fired power plants.

Shell Oil Company | 1993–1994

Texas | Mechanical Engineer for Deer Park Manufacturing Complex, a 160-MW cogeneration plant.

Wisconsin Electric | 1992–1993

Wisconsin | Mechanical Engineer for the design and installation of a steam distribution system from Valley Power Plant to a 2-mile distribution area, supporting piping from the interstate tollway bridge.

Pacific Gas and Electric Company | 1991–1992

Performed studies for partial and full repowering of four plants.

Nuclear | 1982–1991

Piping and snubber reduction programs at various projects including Clinton, Zimmer, Millstone, Hope Creek, LaSalle, and Point Beach.

Memberships

- ASME Fellow (Awarded in 2017)
- Chairman of ASME Power Division (2011–2012)
- Chairman of ASME Combined Cycle Committee (2007–2008)
- Track Chair for Advanced Energy Systems at ASME Power Conferences (2008–2011)
- Member of American Society of Mechanical Engineers (ASME)
- Editorial Board Member for Energy-Tech Magazine



Publications

- Co-author, "Engineering Experience with Advanced Gas Turbines," Electric Press 2000 Conference, April 5, 2000.
- Co-author, "Planning and Implementing Combustion Turbine Projects," *Energy Markets Magazine*, May Issue, 2000.
- Author, ASME Combined Cycle Committee, "Cycling of Combined Cycles," *Energy-Tech Magazine*, November 2004.
- Co-Author, ASME Combined Cycle Committee, "Design of High Energy Bypass Systems in Combined Cycle Power Plants," *Energy-Tech Magazine*, August 2005.
- Council Bluffs Energy Center – Unit 4, Plant Overview and Current Status, Coal-Gen 2005, August 17–19, 2005, San Antonio, Texas.
- Project Update – Council Bluffs Energy Center Unit 4, Coal-Gen Power Conference 2006, August 2006.
- "Selection Criteria for IGCC Technology & CO2 Capture," Coal-Gen Power Conference, August 2007.
- "Power Plant Design Optimization for Power/Cogen Applications," PowerGen Conference, December 2010.

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

RM ENERGY22, LLC

JUNE 2, 2025 - FEBRUARY 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the 21st day of MAY, 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and RM Energy22, LLC, an Illinois limited liability company with an office located at 5221 Elliott Drive, Hoffman Estates, IL 60192 (hereinafter referred to as "RME"):

WITNESSETH:

WHEREAS, RME has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular conducting a pre-feasibility study of potential power generation options at Power Plant 2;

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

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

TERMS AND CONDITIONS

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

1. *Contract.*

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

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on June 2, 2025 and shall terminate on February 28, 2026 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph sixteen (16) herein. The IVF will compensate RME for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by RME under this Agreement, the IVF shall pay RME a fixed fee of \$49,400.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred. Monthly compensation will be based on progress and invoice, payable within net forty-five (45) days after receipt of invoice.

4. *Duties.*

RME shall conduct a pre-feasibility study of generation options at Freeport Power Plant 2.

RME shall administer the following tasks and collect the appropriate data as outlined in order to complete the pre-feasibility study:

- Kickoff the effort with a meeting with Freeport Electric (FE) for one full day; this will

include site walkdowns and data collection. The following initial list of documents are required for this phase of study:

- Current system configuration data
- Current plant operating model
- Cost of electricity – buy and sell
- Natural gas usage, availability and cost – firm or intermittent
- Water usage, availability and cost
- Water discharges
- Current PPA
- Steam needs for adjacent building
- Permits
- Energy demand projections & market studies
- Grants under consideration
- Concept and configuration definition
 - 1x1 combined cycle configuration with the existing LM6000
 - New 1x1 combined cycle plant
 - Use of new reciprocating engines as peakers
 - Use of battery storage

Note that during the pre-feasibility phase, the adjacent LM6000 is not considered as it is not presently owned by FE. Also, excludes electrical reviews for upgrades of an exacting nature.

- General layout drawing(s)
- Process flow diagram
- Estimated performance
- Water needs
- Environmental cursory reviews
- Grants review/requirements
- Indicative cost estimates
- Indicative schedule
- High level financial model and payback
- Next steps definition
 - Project implementation approaches
 - Contracting approaches

The pre-feasibility study should help as input to an RFP for a more detailed feasibility study. RME shall provide a report at the end to document the findings. Additionally, a virtual presentation will be made to discuss the findings.

5. Extent of Services.

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

RME will render engineering services in accordance with generally accepted and currently recognized engineering practices, procedures and principles. RME makes no other warranty, either express or implied, with respect to its services. RME's sole obligation and exclusive remedy for any and all claims is to re-perform the work. RME assumes no liability and carries no insurance.

6. *Change Request.*

IVF reserves the right to introduce changes in the scope of services, deliverables, time schedule and resource plan at any time during the term of this agreement. RME shall provide in writing the impact of such changes within ten (10) days, else the changes shall be deemed accepted by RME. No changes or additions in the Services may be implemented or acted upon by RME unless agreed and confirmed in writing by the IVF.

7. *Indemnity.*

IVF and RME shall indemnify, defend and hold harmless its Affiliates and their respective officers, agents, employees, successors, assigns, and authorized representatives from and against any and all suits, charges, actions, legal or administrative proceedings, allegations, claims, demands, damages, liabilities, losses, costs, fees and expenses (including, without limitation, reasonable attorney's fees and the expenses of other professionals) (collectively the "Claims") as incurred by either party, directly or indirectly arising out of or in connection with other party's performance of the Services and this Agreement.

8. *Exclusion of Consequential Damages.*

In no event, either party shall under no circumstances or at any time be liable to the other party under or in connection with this Agreement in contract, tort or otherwise for any special indirect loss or damage or any remote or consequential or punitive loss or damage, including but not limited to loss of profits, loss of production, reduced production or loss of business or business opportunity.

9. *Limitation of Liability.*

Notwithstanding anything contained herein, Contractor's liability arising out of or in connection with this Agreement, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not in any case exceed invoice value against which the claim has arisen.

10. *Force Majeure.*

Neither party will be in default nor liable for any delay or failure to comply with this Agreement (other than any payment of money) due to any act beyond the control of the affected party, provided such party immediately notifies the other.

11. *Expenses.*

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

12. *No Participation.*

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

13. *Proprietary Right.*

IVF shall own all right, title and interest including all intellectual property rights in and to deliverables and Services. If any deliverables described in the preceding sentence can, by operation of law or otherwise, be deemed a "work made for hire", RME shall irrevocably assign to IVF all right, title and interest in and to such deliverables, as well as all intellectual property rights inherent in such deliverables, (conceived either individually or jointly), including any and all rights arising out of RME's performance under this Agreement. RME will disclose promptly and in writing to the individual designated by the IVF or to his immediate supervisor all inventions which RME has made, authored or reduced to practice. IVF and RME agree that for deliverables that shall be deemed "work NOT made for hire" (or applicable term in the domicile), RME shall continue to have and exclusively enjoy any and all ownership and proprietary rights to such deliverables under all federal, state, local, and foreign intellectual property laws, and all other applicable laws.

14. *Death or Disability.*

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

15. *Assignment.*

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

16. *Notices.*

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

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

RM Energy22, LLC
5221 Elliott Drive
Hoffman Estates, IL 60192

17. *Confidentiality.*

RME will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or

indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

18. *Entire Agreement and Waiver.*

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

19. *Amendments.*

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

20. *Parties in Interest.*

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

21. *Severability.*

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

22. *Subject Headings.*

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

23. *Applicable Law.*

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

24. *Disclosure.*

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

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

INCORPORATED VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

RM ENERGY22, LLC

BY: *Ram Madugula*
RAM MADUGULA
PRESIDENT

Approved as to form
[Signature]
Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 16, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Long Term Transmission Rights (LTTRs)
Request to Extend Contract

This memo is to update you on the status of the long term transmission rights contract with the New York Independent System Operator (NYISO) approved by the Board on February 6, 2013. On July 9, 2018, the Board approved the extension of the contract for a term of seven (7) years. This contract is due to expire on October 31, 2025. The Electric Department recommends extending the contract for an additional year.

Under the terms of the current contract, the Village purchased thirty seven (37) Transmission Congestion Contracts (TCCs) annually from the New York Independent System Operator (NYISO) for a cost of \$4,234,788.01. This agreement protected the Village from fluctuating congestion costs.

The question is whether the Village should continue to purchase the TCCs or go "unhedged" and pay the actual congestion costs on a monthly basis. In periods of high congestion, the TCCs provide vital protection from congestion costs. In periods of lower congestion, the benefit is minimal. The answer to the question depends on whether congestion costs going forward will be high or low.

Based on what we know today, I would recommend that the Village extend the contract for the one year period offered by the NYISO. The TCCs should be viewed as an insurance policy or hedge. Since 2013, the Utility has saved significantly as a result of the NYISO agreement. The attached tables show that by purchasing TCCs at the approximate cost of \$4,234,788.01 per year for the past seven years the Village saved \$13,843,035.73 (see attached spreadsheet).

The NYISO is offering the TCCs for an extension term of one (1) year for an annual cost of \$2,696,723.99. The Village must provide the NYISO with the required documentation necessary to purchase the annual TCCs by July 16, 2025. The offer is a one-time event and it will expire if not accepted by the deadline.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board approve the extension agreement with the New York Independent System Operator for

the annual purchase of thirty-seven (37) Transmission Congestion Contracts at an annual rate of \$2,696,723.99 for the contract period running from November 1, 2025 through October 31, 2026. The cost of the TCCs is collected through the Fuel Adjustment Charge on a monthly basis.

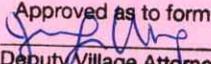


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 6, 2013, the Board of Trustees entered into a five year contract (with an option for a seven year extension) with NYISO regarding the long term transmission rights, wherein the Village purchased thirty-seven (37) Transmission Congestion Contracts (TCCs) at a cost of approximately \$4,136,033.00 annually from NYISO to help hedge against fluctuating congestion charges; and

WHEREAS, on July 9, 2018, the Board approved an agreement extension between the Village of Freeport and NYISO for the purchase of thirty-seven (37) Transmission Congestion Contracts (TCCs) at the rate of \$4,234,788.01 annually for a seven (7) year term commencing November 1, 2018; and

WHEREAS, this agreement protected the Village from fluctuating congestion costs; and

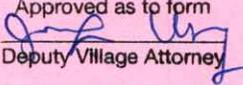
WHEREAS, the Superintendent of Electric Utilities is requesting Board approval to the extension agreement with the New York Independent System Operator (NYISO) for the annual purchase of thirty-seven (37) Transmission Congestion Contracts (TCC) at an annual rate of \$2,696,723.99 for the contract period running from November 1, 2025 through October 31, 2026; and

WHEREAS, the cost of these TCCs is collected through the Fuel Adjustment Charge on a monthly basis; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of Superintendent of Electric Utilities, the Board approves that the Mayor be is hereby authorized to execute an extension agreement between the Village of Freeport and NYISO for the purchase of thirty-seven (37) Transmission Congestion Contracts (TCCs) at an annual rate of \$2,696,723.99 for the contract period running from November 1, 2025 through October 31, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

2020 Total	\$2,596,906.27	(\$3,519,057.79)	(\$1,371,600.00)	(\$1,080,000.00)	\$4,223,000.00	\$5,048,506.27
	2021					
Jan	\$669,395.56	(\$851,617.16)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Feb	\$859,651.83	(\$978,887.91)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Mar	\$482,437.93	(\$583,734.20)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Apr	\$454,775.87	(\$538,157.60)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
May	\$300,312.69	(\$360,946.84)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Jun	\$192,028.06	(\$275,390.63)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Jul	\$350,349.60	(\$485,875.49)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Aug	\$823,202.77	(\$1,103,994.53)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Sep	\$417,444.81	(\$617,535.55)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Oct	\$238,851.35	(\$310,210.22)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Nov	\$313,791.08	(\$430,413.60)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Dec	\$489,403.95	(\$622,850.97)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
2021 Total	\$5,591,645.50	(\$7,159,614.70)	(\$1,371,600.00)	(\$1,080,000.00)	\$4,223,000.00	\$8,043,245.50
	2022					
Jan	\$914,320.43	(\$1,155,082.28)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Feb	\$734,914.77	(\$885,607.95)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Mar	\$649,315.72	(\$862,090.01)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Apr	\$798,734.30	(\$986,986.84)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
May	\$1,171,083.20	(\$1,761,262.53)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Jun	\$453,125.96	(\$721,506.66)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Jul	\$647,744.99	(\$853,139.34)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Aug	\$364,512.93	(\$481,675.25)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Sep	\$260,369.30	(\$375,690.97)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Oct	\$360,916.92	(\$469,499.29)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Nov	\$829,958.05	(\$1,079,376.21)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Dec	\$932,166.25	(\$1,173,664.05)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
2022 Total	\$8,117,162.82	(\$10,805,581.38)	(\$1,371,600.00)	(\$1,080,000.00)	\$4,223,000.00	\$10,568,762.82
	2023					
Jan	\$359,398.59	(\$428,882.54)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Feb	\$621,065.36	(\$785,804.52)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Mar	\$378,568.33	(\$477,556.78)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Apr	\$214,986.56	(\$265,361.78)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
May	\$161,672.25	(\$276,584.25)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Jun	\$122,298.90	(\$162,977.60)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Jul	\$270,914.66	(\$354,250.58)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Aug	\$213,986.37	(\$279,897.23)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Sep	\$190,987.55	(\$246,889.16)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Oct	\$163,709.98	(\$192,187.25)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Nov	\$251,116.24	(\$315,284.77)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Dec	\$135,484.80	(\$169,875.14)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
2023 Total	\$3,084,189.59	(\$3,955,551.60)	(\$1,371,600.00)	(\$1,080,000.00)	\$4,223,000.00	\$5,535,789.59
	2024					
Jan	\$390,455.73	(\$470,547.87)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Feb	\$98,663.53	(\$133,852.68)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Mar	\$12,663.08	(\$15,580.70)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
Apr	\$46,259.45	(\$53,803.18)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	
May	\$78,466.57	(\$95,134.03)	(\$114,300.00)	(\$90,000.00)	\$351,916.67	

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

DIRECTIVE

TO: Anthony Fiore, Superintendent of Electric Utilities February 11, 2013
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees Special Meeting of February 6, 2013:

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

WHEREAS, the Village of Freeport's Electric Utility has conducted into negotiations regarding its long term transmission rights; and

WHEREAS, the Electric Utility pays for transmission service from LIPA, the Village also pays transmission charges from Con Edison and NYPA and has "grandfathered rights" which protect the Village from transmission congestion costs for deliveries from Niagara Project to Freeport and those grandfathered rights are set to expire on October 31, 2013; and

WHEREAS, NYISO is offering the Village the option to purchase thirty-seven (37) Transmission Congestion Contracts (TCCs) which would continue to protect the Village from congestion costs as an alternative to the grandfathered rights; and

WHEREAS, the TCCs must be purchased upfront at considerable cost to the Village, however, the Village will no longer have to pay Con Edison and NYPA for transmission service as of November 2013; and

WHEREAS, the total cost for thirty-seven (37) TCCs is \$4,136,033.00 of which \$1,034,008.00 is due February 15, 2013 at 5:00 pm with the remaining \$3,102,025.00 due on a date being negotiated, but believed to be in October, 2013; and

WHEREAS the agreement is for a term of five (5) years, with an option for a second seven (7) year term and if the Village opts to not pay the annual cost of the TCCs in any year the agreement will be terminated and will not be offered to the Village again; and

WHEREAS based upon information from NYISO the agreement will be payable twice annually, with a 25% first payment and a 75% second payment;

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of Superintendent of Electric Utilities Anthony Fiore, that the Mayor be and hereby is authorized to execute an agreement between the Village of Freeport and NYISO for the purchase of thirty-seven (37) Transmission Congestion Contracts (TCCs) at the rate of \$4,136,033.00 for a five year term commencing February 15, 2013 with a seven year extension.

The Clerk polled the Board as follows:

Deputy Mayor Martinez

In Favor

Trustee White

In Favor

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

Trustee Piñeyro
Trustee Kennedy
Mayor Hardwick

In Favor
Excused
Absent

Copy to:

Assessor

Attorney

Bldg. Dept.

Claims Examiner

Comm. Dev.

Court

Public Works

Rec. Center

File

Fire Dept.

Electric Utili.

Police Dept.

Publicity

Personnel

Tourism

Auditor

Purchasing

Registrar

Treasurer

Deputy Village Clerk

Comptroller

Board & Comm.

Deputy Treasurer

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities July 10, 2018
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 9, 2018:

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

WHEREAS, on February 6, 2013, the Board of Trustees entered into a five year contract (with an option for a seven year extension) with NYISO regarding the long term transmission rights, wherein the Village purchased thirty-seven (37) Transmission Congestion Contracts (TCCs) at a cost of approximately \$4,136,033.00 annually from NYISO to help hedge against fluctuating congestion charges; and

WHEREAS, in times of high congestion, these TCCs save the Village large amounts of money, but provide minimal benefit in times of low congestion; and

WHEREAS, this contract is set to expire October 31, 2018 and at this time the Village may elect the seven year extension from NYISO at a cost of \$4,234,788.01 annually, of which \$1,058,697.01 is due July 18, 2018 at 5:00 pm with the remaining \$3,176,091.00 due October 18, 2018; and

WHEREAS, over the previous contract term of five years, the TCCs have saved the Village approximately \$12,969,370.37; and

WHEREAS, the Village must decide now whether or not to renew this contract and if the Village opts to not pay the cost of the TCCs the agreement will be terminated and will not be offered to the Village again; and

WHEREAS, based upon the best information available, the Superintendent of Electric Utilities recommends the renewal of this agreement as an insurance policy for times of high congestion; and

WHEREAS, the cost of these TCCs is collected through the Fuel Adjustment Charge on a monthly basis; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of Superintendent of Electric Utilities Al Livingston, that the Mayor be and hereby is authorized to execute an agreement between the Village of Freeport and NYISO for the purchase of thirty-seven (37) Transmission Congestion Contracts (TCCs) at the rate of \$4,234,788.01 annually for a seven (7) year term commencing November 1, 2018.

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

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Piñeyro	In Favor
Trustee Ellerbe	In Favor
Trustee White	In Favor
Mayor Kennedy	In Favor

Copy to:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 22, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Microsoft Licenses (Office, SQL Server, Windows Server) **2nd Revision**

In October 2018, through a capital plan, the Village of Freeport procured licenses for Microsoft products including Office 2019, SQL Server 2019 and Windows Server 2019. These applications served the Village well, however, they are currently reaching or have reached their end of life.

- Microsoft will end support for Office 2019 on **October 14, 2025**. After this date, Microsoft will no longer provide security updates, bug fixes, or technical support for the software. While the software will still function, it will be vulnerable to security risks and may not receive the latest feature updates. In addition, Outlook would no longer integrate with Exchange 365.
- SQL Server 2019 reached the end of mainstream support on **February 28, 2025**. Microsoft no longer provides regular updates, bug fixes, and non-security patches.
- Windows Server 2019 mainstream support ended on **January 9, 2024**. Microsoft no longer provides new features, bug fixes, or non-security updates.

The following are updated licenses/support services that will provide the Village's network with effective protection. The total cost from Dell Technologies, the NYS authorized Microsoft Contract vendor, is \$90,341.25 and will be funded through bonds totaling \$177,870.00 approved by the Board on February 24, 2025 for the acquisitions of capital software and hardware (see attached directives). The Microsoft products will benefit Municipal, Water, and Electric.

- Office 2025 Stand Alone License for 140 Standard Licenses and 50 Pro Plus Licenses for a total cost of \$65,491.10.
- SQL Server 5 instances of SQL Server Standard with Software Assurance (SA) and 25 SQL Standard Concurrent Active Licenses with SA for a total cost of \$10,467.15.
- Windows Server Core Licenses (100) for a total Cost of \$14,383.00

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the updated Microsoft software support services to be purchased from Dell Technologies located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682 for the cost of \$90,341.25. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate these purchases. These purchases shall be charged to Capital Allocation codes H199702 523500, E110000 WO #2540, WE107150142. There are sufficient funds available to cover this cost.



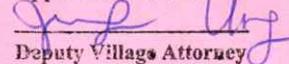
Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form



Deputy Village Attorney

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

WHEREAS, in October 2018, through a capital plan, the Village of Freeport procured licenses for Microsoft products including Office 2019 and SQL Server 2019; and

WHEREAS, these applications served the Village well, however, they are currently reaching or have reached their end of life; and

WHEREAS, on February 24, 2025, the Board approved the SEQRA and Bond Resolution for the acquisition of computer hardware and software not to exceed \$177,870; and

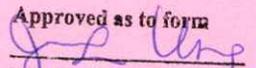
WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the purchase of the updated Microsoft license/software from Dell Technologies, the NYS authorized Microsoft Contract vendor, One Dell Way, Mail Stop 8129, Round Rock, TX 78682, for the cost of \$90,341.25; and

WHEREAS, these services shall be charged to Capital Allocation codes H199702 523500, E110000 WO#2540, WE107150142 and there are sufficient funds available in these accounts to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor is hereby authorized to sign any documentation necessary for the purchase of the updated Microsoft license/software from Dell Technologies, One Dell Way, Mail Stop 8129, Round Rock, TX 78682, for the cost of \$90,341.25.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote No.	3000188800040.1	Sales Rep	Kylie Thomas
Total	\$65,491.10	Phone	4563355
Customer #	98573437	Email	Kylie.Thomas@dell.com
Quoted On	Apr. 25, 2025	Billing To	ACCOUNTS PAYABLE
Expires by	May. 24, 2025		NY-L VILLAGE OF FREEPORT
	OMNIA-National		46 N OCEAN AVE
Contract Name	Cooperative Purchasing		AP
	Alliance (NCPA)		FREEPORT, NY 11520
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Kylie Thomas

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT NY-L VILLAGE OF FREEPORT 46 N OCEAN AVE COMPUTER CTR FREEPORT, NY 11520-3023 (516) 377-2305	Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 8124850			
1. VLA OFFICE STD LTSC 2024	140	\$314.59	\$44,042.60
2. VLA OFFICE PRO PLUS LTSC 2024	50	\$428.97	\$21,448.50
		Subtotal:	\$65,491.10
		Shipping:	\$0.00
		Non-Taxable Amount:	\$65,491.10
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00

Shipping Group Details

Shipping To

RECEIVING DEPT
NY-L VILLAGE OF FREEPORT
46 N OCEAN AVE
COMPUTER CTR
FREEPORT, NY 11520-3023
(516) 377-2305

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 8124850			
1. VLA OFFICE STD LTSC 2024	140	\$314.59	\$44,042.60
SKU: AD161045	MFG Part #: EP2-27380	OLS Purchase Type:	
Current Duration: N/A	Total Duration: N/A	Maint. End Date:	
2. VLA OFFICE PRO PLUS LTSC 2024	50	\$428.97	\$21,448.50
SKU: AD160958	MFG Part #: EP2-27323	OLS Purchase Type:	
Current Duration: N/A	Total Duration: N/A	Maint. End Date:	

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



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Complete your order through our secure online checkout before your Quote expires.

[Order Now](#)

Quote No.	3000189027705.1	Sales Rep	Kylie Thomas
Total	\$10,467.15	Phone	4563355
Customer #	98573437	Email	Kylie.Thomas@dell.com
Quoted On	Apr. 29, 2025	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 30, 2025		NY-L VILLAGE OF FREEPORT
	OMNIA-National		46 N OCEAN AVE
Contract Name	Cooperative Purchasing		AP
	Alliance (NCPA)		FREEPORT, NY 11520
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Kylie Thomas

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT NY-L VILLAGE OF FREEPORT 46 N OCEAN AVE COMPUTER CTR FREEPORT, NY 11520-3023 (516) 377-2305	Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 8124850			
1. VLA SQL SERVER STD WIN32/64BIT LICENSE/SOFTWARE ASSURANCE	5	\$967.58	\$4,837.90
2. VLA SQL USER CAL WIN32/64BIT LICENSE/SOFTWARE ASSURANCE	25	\$225.17	\$5,629.25

Subtotal:	\$10,467.15
Shipping:	\$0.00
Non-Taxable Amount:	\$10,467.15
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$10,467.15
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Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

[Order Now](#)

Quote No.	3000190311107.1	Sales Rep	Kylie Thomas
Total	\$14,383.00	Phone	4563355
Customer #	98573437	Email	Kylie.Thomas@dell.com
Quoted On	May. 19, 2025	Billing To	ACCOUNTS PAYABLE
Expires by	May. 31, 2025		NY-L VILLAGE OF FREEPORT
	OMNIA-National		46 N OCEAN AVE
Contract Name	Cooperative Purchasing		AP
	Alliance (NCPA)		FREEPORT, NY 11520
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Kylie Thomas

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT NY-L VILLAGE OF FREEPORT 46 N OCEAN AVE COMPUTER CTR FREEPORT, NY 11520-3023 (516) 377-2305	Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 8124850			
1. VLA WINDOWS SERVER STD PER 2 CORE LICENSES LIC/SA	100	\$143.83	\$14,383.00

Subtotal:	\$14,383.00
Shipping:	\$0.00

NOT TAXABLE AMOUNT \$14,383.00

Shipping Group Details

Shipping To

RECEIVING DEPT
NY-L VILLAGE OF FREEPORT
46 N OCEAN AVE
COMPUTER CTR
FREEPORT, NY 11520-3023
(516) 377-2305

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 8124850			
1. VLA WINDOWS SERVER STD PER 2 CORE LICENSES LIC/SA	100	\$143.83	\$14,383.00
SKU: AD336290	MFG Part #: 9EM-00262	OLS Purchase Type:	
Current Duration: 25	Total Duration: 25	Maint. End Date: Jun. 30, 2027	

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



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Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

FRANK PRISCIANDARO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

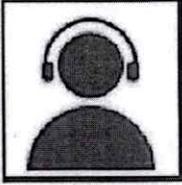
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PKSH942	5/1/2025	SQL WITH SA	0371489	\$13,073.55

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft SQL Server Standard - license & software assurance</u> Mfg. Part#: 228-04538-3 UNSPSC: 43232304 Contract: CDWG GSA Schedule 47QTCA18D004K (47QTCA18D004K)	5	890680	\$1,204.96	\$6,024.80
<u>Microsoft SQL User CAL - license & software assurance</u> Mfg. Part#: 359-00993-3 Contract: CDWG GSA Schedule 47QTCA18D004K (47QTCA18D004K)	25	932004	\$281.95	\$7,048.75

SUBTOTAL	\$13,073.55
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$13,073.55

PURCHASER BILLING INFO	DELIVER TO
Billing Address: INCORPORATED VILLAGE OF FREEPORT ACCTS. PAYABLE 46 N OCEAN AVE FREEPORT, NY 11520-3094 Phone: (516) 378-4000 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: INCORPORATED VILLAGE OF FREEPORT FRANK PRISCIANDARO 46 N OCEAN AVE FREEPORT, NY 11520-3094 Phone: (516) 378-4000 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Donny Knittel | (866) 806-5190 | donny.knittel@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$13,073.55	\$379.26/Month	\$13,073.55	\$432.47/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager.

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Pricing Proposal
 Quotation #: 25966474
 Created On: 3/18/2025
 Valid Until: 3/31/2025

NY-Village of Freeport

Frank Prisciandaro
 46 NORTH OCEAN AVENUE
 Freeport, NY 11520
 United States
 Phone: 516.377.2490
 Fax:
 Email: fprisciandaro@freeportny.gov

Felice Leader
 Phone:
 Fax:
 Email: felice_leader@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Office Standard 2024 SLng LTSC Microsoft - Part#: EP2-27380 Contract Name: OGS IT Umbrella Contract Contract #: PM69723	140	\$322.20	\$45,108.00
2 Office Professional Plus 2024 SLng LTSC Microsoft - Part#: EP2-27323 Contract Name: OGS IT Umbrella Contract Contract #: PM69723	50	\$439.35	\$21,967.50
		Total	\$67,075.50

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change. Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney February 25, 2025
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is the issuance of bonds for the purpose to finance the acquisition of computer hardware and software, specifically the appropriation of \$177,870 in bonds and authorizing the issuance of bonds in the principal amount of \$177,870 to finance said appropriation; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

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6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

cc:

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

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

DIRECTIVE

TO: Ismaela M. Hernandez, Village Treasurer February 25, 2025
FROM: Pamela Walsh Boening, Village Clerk

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

Deputy Mayor Ellerbe offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE VILLAGE OF FREEPORT,
NEW YORK, ADOPTED FEBRUARY 24, 2025,
AUTHORIZING THE ISSUANCE OF BONDS IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$177,870 TO
FINANCE THE ACQUISITION OF COMPUTER HARDWARE
AND SOFTWARE, STATING THE ESTIMATED MAXIMUM
COST THEREOF IS \$177,870 AND APPROPRIATING SAID
AMOUNT FOR SUCH PURPOSE

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE
COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not
less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein
called the "Village"), is hereby authorized to issue bonds in a principal amount not to exceed
\$177,870 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated
Laws of the State of New York (herein called the "Law"), to finance the acquisition of computer
hardware and software.

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

Section 2. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$177,870 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in a principal amount not to exceed \$177,870 finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to object or purpose for which said bonds are authorized to be issued, within the limitations of sections 11.00 a. 32 and 108 of the Law, is five (5) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the Village.

* * *

The adoption of the foregoing resolution was seconded Trustee Squeri.

The Clerk polled the Board as follows:

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

The resolution was declared adopted.

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk

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

X Claims Examiner
X Comptroller
X Court

X Publicity
X Public Works
X Purchasing

OTHER

FREEPORT FIRE DEPARTMENT
15 BROADWAY
FREEPORT, NEW YORK 11520

May 21, 2025

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Dutch Eldridge – Hose Co. #1

Anthony Villalobos – Hose Co. #4

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

AGENDA

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

To: Mayor Robert T. Kennedy

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

Date: May 23, 2025

RE: PURCHASE OF COOLING TOWER CASING ASSEMBLY

Seven bids were distributed and one bid was received on May 13, 2025 for the referenced purchase contract. This purchase is for a Cooling Tower Casing Assembly for the Recreation Center Ice Rink. The existing Cooling Tower Casing Assembly is over twenty years old and is no longer operable.

We have reviewed and checked the bid and find it in good order. Attached is a copy of the bid tabulation for your use. Funding for this project will come from a capital account - (H719702 522160)

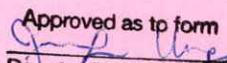
Imeco Parts, DBA Thermal Equipment Salts, 416 Hampton Avenue, Pittsburgh, Pa 115221 was the low bidder in the amount of \$150,500.00. We have checked the low bidder's references and all appear to be in good order.

Accordingly, it is recommended that the purchase contract, **PURCHASE OF COOLING TOWER CASING ASSEMBLY**, be awarded to the sole responsible bidder,

Imeco Parts, DBA Thermal Equipment Salts, 416 Hampton Avenue, Pittsburgh, Pa 115221 in the amount of \$150,500.00 for this contract total bid.



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Board authorized the Village Clerk to publish a Notice to Bidders for the "Purchase of Cooling Towers Casing Assembly"; and

WHEREAS, seven (7) bids were distributed and one (1) bid was received on May 13, 2025 for the referenced purchase contract; and

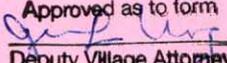
WHEREAS, the sole responsible bidder was submitted by Imeco Parts, DBA Thermal Equipment Salts, 416 Hampton Avenue, Pittsburgh, PA 115221, in the amount of \$150,500.00; and

WHEREAS, funding for this project will come from a capital account - (H719702 522160); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board hereby approves, and the Mayor is hereby authorized to sign any and all documents necessary to award the contract for the "Purchase of Cooling Towers Casing Assembly" to Imeco Parts, DBA Thermal Equipment Salts, 416 Hampton Avenue, Pittsburgh, PA 115221, in the amount of \$150,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: PURCHASE OF COOLING POWER CASING ASSEMBLY

BID DATE: MAY 13, 2025

Imeco Parts, DBA Thermal Equipment Salts
416 HAMPTON AVENUE
PITTSBURGH, PA 15221

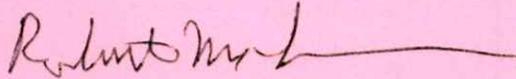
ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST
BASE BID	FURNISH COOLING TOWER CASING ASSEMBLY YORK MODEL # XLC 185 LH "OR EQUAL" DELIVERED ON SITE TO 130 EAST MERRICK ROAD, FREEPORT, NY 11520	EA	1	\$ 135,000.00	\$ 135,000.00
Option 1 BID	FURNISH COMPLETE YORK MODEL # XLC 185 LH CONDENSER UNIT "OR EQUAL" DELIVERED ON SITE TO 130 EAST MERRICK ROAD, FREEPORT, NY 11520	EA	1	\$ 150,500.00	\$ 150,500.00

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

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: May 29, 2025
Re: Rental agreement Freeport Kayak

Enclosed please find a proposed lease between the Village of Freeport and Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals located at 33 Waterview Pl. Lynbrook 11563 for the use of Waterfront Park for launching of kayak rentals. The lease takes place during the summer months (June, July & August) for the year 2025. The village will receive rental payments of \$700 per month. As per the terms of the lease, the lease rights to use Waterfront Park is restricted to Friday, Saturday and Sunday. Freeport Kayak will pay a per-diem rate of \$87.50 per day for the first weekend in September. This request is for approval of this lease.

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



Howard E. Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

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

WHEREAS, Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563, has need for use of Waterfront Park, within the Village of Freeport, in order to launch their kayaks for guided tours of the adjacent waterways; and

WHEREAS, the lease between the Village of Freeport, Landlord, and Freeport Kayak, Tenant, will be for a retroactive term from June 1, 2025 to September 7, 2025; and

WHEREAS, the lease rights to the use of Waterfront Park is restricted to Friday, Saturday, and Sunday for a rent of \$700 per month; and

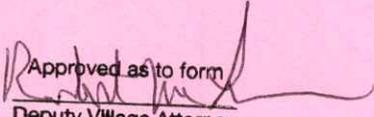
WHEREAS, Freeport Kayak shall pay a per-diem rate of \$87.50 per day for the first weekend in September; and

WHEREAS, a security deposit of \$1,100 to secure the faithful performance by Tenant during all terms of the lease and to be returned to Tenant as specified in the lease; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor is hereby authorized to enter into an agreement with Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563, for a monthly rent of \$700, for a retroactive lease term from June 1, 2025 to September 7, 2025; a per-diem rate of \$87.50 per day for the first weekend in September 2025; and a security deposit of \$1,100 to secure the faithful performance by Tenant during all terms of the lease and to be returned to Tenant as specified in the lease.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

LEASE

Between

Incorporated Village of Freeport, Landlord,

And

Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals

This lease is made and entered into by and between Incorporated Village of Freeport, a municipal corporation organized in the County of Nassau, State of New York, referred to in this contract as Landlord, whose principal place of business is 46 North Ocean Avenue, Freeport, N.Y. 11520, and Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals a domestic business corporation organized in the County of Nassau State of New York, referred to in this contract as Tenant, whose principle place of business is 33 Waterview Pl. Lynbrook 11563.

SECTION ONE. DEFINITIONS

A.

Specific Definitions. As used throughout this lease, the following terms have the following meanings:

(1)

Landlord: Incorporated Village of Freeport, also known as Village.

(2)

Tenant: Arya Roopnarine Inc.

(3)

Premises: Waterfront Park located at 957 South Long Beach Avenue, Freeport, NY 11520

(4)

Purpose: Kayak Rentals

(5)

Tenant's Notice Address: 33 Waterview Pl. Lynbrook NY 11563.

(6)

Term: June 1, 2025 through September 7, 2025, for use on Friday, Saturday and Sunday from sun up to sun down.

(7)

Base Rental: \$700 Per Month and prorated at \$87.50 per day for September 5,6,7, 2025, total of 3 days totaling \$262.50. Any additional paddling days will prorated at \$87.50 per day and paid after September 7, 2025

(8)

Security Deposit: \$ 1,100 to secure the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the term, and to be returned to Tenant as specified in this lease.

B.

General Definitions. As used throughout this lease, the following words have the meanings set out after such words, unless the context in which they appear clearly indicates otherwise.

(1)

Alteration. Any addition or change to, or modification of, the premises made by Tenant after any initial fixturing period, including, without limitation, the installation of fixtures, Tenant's trade fixtures, and Tenant's improvements as defined in this lease.

(2)

Authorized representative. Any officer, agent, employee, or independent contractor retained or employed by either party, acting within the authority given him or her by that party.

(3)

Damage. Death, injury, deterioration, or loss to a person or injury, deterioration, or loss to property caused by another person's acts or omissions.

(4)

Damages. Monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to the person, property, or rights of such person through another's act or omission.

(5)

Destruction. Any damage, as defined in this lease, to or disfigurement of the premises.

(6)

Encumbrance. Any deed of trust, mortgage, or other written security device or agreement affecting the premises, and the note or other obligation secured by it.

(7)
Expiration. The coming to an end of the time specified in the lease as its duration, including any extension of the term, if applicable.

(8)
Good condition. The good physical condition of the premises and each portion of the premises, including, without limitation, signs, windows, appurtenances, and Tenant's personal property as defined in this lease. "In good condition" means first class, neat, and broom clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

(9)
Hold harmless. To defend and indemnify from all liability, losses, penalties, damages as defined in this lease, costs, expenses, including, without limitation, attorneys' fees, causes of action, claims, or judgments arising out of or related to any damage, as defined in this lease, to any person or property.

(10)
Law. Any judicial decision, constitution, statute, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body, such as board of fire examiners or public utilities.

(11)
Lender. Beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined in this lease.

(12)
Lien. Charge imposed on the premises by someone other than Landlord by which the premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics liens.

(13)
Maintenance. Repairs, replacement, repainting and cleaning.

(14)
Person. One or more human beings or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

(15)

Provision. Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

(16)

Rent. Base rental, additional rental, prepaid rent, security deposit, and other similar charges payable by Tenant to Landlord.

(17)

Restoration. Reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the premises and other property to substantially the same physical condition as they were in immediately before the destruction.

(18)

Successor. Any assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.

(19)

Tenant's improvements. Any addition to or modification of the premises made by Tenant before, at, or after commencement of the term, including, without limitation, fixtures, but not including Tenant's trade fixtures, as defined in this lease.

(20)

Tenant's personal property. Tenant's equipment, furniture, merchandise, and movable property placed in the premises by Tenant, including Tenant's trade fixtures, as defined in this lease.

(21)

Tenant's trade fixtures. Any property installed in or on the premises by Tenant for purposes of trade, manufacture, ornament, or related use.

(22)

Termination. The ending of the term for any reason before expiration, as defined in this lease.

SECTION TWO. DELAY IN DELIVERY OF POSSESSION

If Landlord is unable to deliver possession of the premises by the date specified for the commencement of the term as a result of causes beyond Landlord's reasonable control, Landlord shall not be liable for any damage caused for failing to deliver possession, and this lease may be terminated by the Tenant, and Tenant shall not be liable for rent until Landlord

delivers possession of the premises to Tenant, but the term shall not be extended by the delay.

SECTION THREE. LEASING AND PAYMENT OF BASE RENTAL

Landlord leases to Tenant and Tenant rents from Landlord the premises for the term and for the rent as defined in Section One. Tenant agrees to pay to Landlord each installment of base rental, in advance on the first day of each month of the term with the rent for the first month and the prorated amount for the month of May to be paid upon the execution of this lease.

The rent shall be paid by Tenant to Landlord, without deduction or offset, in lawful money of the United States of America, at the building office or to such other person or at such other place as Landlord may from time to time designate in writing.

No security or guaranty which may now or subsequently be furnished Landlord for the payment of the rent or for performance by Tenant of the other covenants or conditions of this lease shall in any way be a bar or defense to any action in unlawful detainer, or for the recovery of the premises, or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this lease.

SECTION FOUR. SECURITY

Tenant shall pay to Landlord upon the execution of the lease the security deposit required in Section One, Paragraph A, Subparagraph (12). Landlord shall not be required to segregate the security deposit from its other funds and no interest shall accrue or be payable with respect to it. The security deposit shall be returned to Tenant on or before October 1, 2019 by check mailed to Tenant following the Village's submission of a claim form to the Village treasurer and the approval of the check by the Village Board and/or the Mayor.

SECTION FIVE. ADDITIONAL RENTAL

Any charge to the Tenant by the Landlord resulting from a breach by the Tenant shall be considered additional rent.

SECTION SIX. USE OF PREMISES

The premises are leased to the Tenant for the Purpose set forth in Section One, Paragraph A, Subparagraph (4), and for no other purposes.

SECTION SEVEN. ALTERATIONS, MECHANICS' LIENS

Tenant shall not make, directly or indirectly, any alterations without first obtaining the written consent of Landlord. Any alteration shall become at once a part of the realty and belong to Landlord subject, however, to Landlord's right to require removal and restoration as provided

in Section Sixteen of this lease. Tenant shall keep the premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. Tenant agrees that if Tenant shall make any alterations of the premises, Tenant will not take such action until 5 days after receipt by Tenant of the written consent of Landlord required by this Section Seven, in order that Landlord may post appropriate notices to avoid any possible liability with respect to mechanics' liens or other such claims. Tenant shall at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work. Consent for such alterations shall not be unreasonably withheld by Landlord.

SECTION EIGHT. WORK TO BE PERFORMED BY LANDLORD

Landlord shall not be required to perform any work upon the premises of any type or nature unless a special agreement to that effect is expressed in a rider attached to and forming a part of this lease and then only to the extent such work is set forth in the rider. Such rider to be effective shall be signed by both Landlord and Tenant, and shall clearly identify its applicability to this lease.

SECTION NINE. RESTRICTIONS ON USE

No use shall be made or permitted to be made of the premises, nor acts done that will increase the existing rate of insurance upon the building, or cause a cancellation of any insurance policy covering such building, or any part of it. Tenant shall not sell, or permit to be kept, used, or sold, in or about the premises any article that may be prohibited by the standard form of fire insurance policies. Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements, pertaining to the premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering such building and appurtenances.

Tenant shall not do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other Tenants or use or allow the premises to be used for any immoral, unlawful, or objectionable purposes. No loudspeakers or other similar device, system, or apparatus which can be heard outside the premises shall, without the prior written approval of Landlord, be used in or at the premises. Tenant shall not commit any blockage of entry to the premises or otherwise interfere with the usage by the Village .

SECTION TEN. COMPLIANCE WITH LAW

Tenant shall, at its sole cost and expense, comply with all laws pertaining to Tenant's use of the premises, and shall faithfully observe all laws in the use of the premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party to it or not, that Tenant has violated any law in the use of the premises shall be conclusive of that fact as between Landlord and Tenant. Without limiting the generality of the foregoing, the duties of Tenant under this provision shall

include the making of all such alterations of the premises as may be required by law by reason of the particular manner or mode of use of the premises by Tenant, or occasioned by reason of the failure of Tenant to maintain or repair the premises as required under this lease.

SECTION ELEVEN. INDEMNITY AND EXCULPATIONS; INSURANCE

A.

Exculpation and Indemnity of Landlord. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property, and Tenant waives all claims against Landlord for damage to person or property from any cause. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises and the building. A party's obligation under this Section Eleven to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

B.

Public Liability and Property Damage Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than \$1 million and \$1 million per occurrence, and property limits of not less than \$1 million per occurrence insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section Eleven, Subparagraph A. Both parties shall be named as additional insureds; the policy shall contain cross-liability endorsements, and shall be primary insurance as far as Landlord is concerned.

C.

Increase in Amount of Public Liability and Property Damage Insurance. Not more frequently than every three years, if, in the opinion of Landlord's lender or of the insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as reasonably required by either Landlord's lender or Landlord's insurance broker.

D.

Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person, or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any fire and extended coverage insurance policies carried by the parties and in force at the time of any such damage. Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of

recovery by way of subrogation against Landlord in connection with any damage covered by any policy.

E.

Other Insurance Matters. All the insurance required under this lease shall:

1.

Be issued by insurance companies authorized to do business in the State of New York, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.

2.

Be issued as a primary policy.

3.

Contain an endorsement requiring 30 days written notice from the insurance company to both parties and Landlord's lender before cancellation or change in the coverage, scope, or amount of any policy.

4.

Be renewed not less than 20 days before expiration of the term of the policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the term and on each renewal of the policy.

SECTION TWELVE. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations printed on or attached to this lease and all reasonable modifications of and additions to it from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other Tenant or occupant of the building of any of such rules and regulations.

SECTION THIRTEEN. UTILITIES

Landlord shall not be required to furnish any utilities to Tenant.

SECTION FOURTEEN. REPAIR

By taking possession of the premises leased under this lease, Tenant accepts the premises as being in good sanitary order, condition, and repair. Tenant, at Tenant's sole cost and expense, shall keep the premises and every part of it in good condition and repair, damage to it by fire, earthquake, act of God or the elements excepted. Tenant waives all rights to make repairs at

the expense of Landlord as provided in any law, statute, or ordinance now or subsequently in effect. Upon the expiration or earlier termination of the term, Tenant shall surrender the premises to Landlord in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements excepted. No representations respecting the conditions of the premises or have been made by Landlord to Tenant except as specifically stated in this lease.

SECTION FIFTEEN. RESTORATION OF PREMISES

Tenant agrees that prior to the expiration of the term of the lease, or upon the earlier termination of the lease, or upon Tenant's unlawful abandonment of the premises, whichever occurs first, Tenant will leave the premises in the same condition as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted, and if Tenant made any alteration or improvement of the premises, with or without Landlord's consent as required by the terms of this lease, Tenant will in all cases restore the premises substantially to their original condition as of the inception of the term of the lease, wear and tear, loss by fire or other casualty, and acts of God excepted, unless Landlord has expressly set forth in writing that a particular alteration or improvement shall not be removed.

SECTION SIXTEEN. ENTRY

- A. By Owner: Tenant shall permit Landlord and its authorized representatives to enter the premises at all reasonable times for purposes of inspection, maintenance, or making repairs or additions to, or alterations of, any other portion of the Premises, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of nonliability for alterations or repairs.
- B. By Tenant: Tenant shall use the North gate at South Long Beach Avenue for entry to the Premises.

SECTION SEVENTEEN. ABANDONMENT OF PREMISES

Tenant shall not vacate or abandon the premises at any time during the term. If Tenant abandons, vacates, or surrenders the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the premises shall be deemed to be abandoned, and, at the option of Landlord, such property may either be removed and stored in any public warehouse or elsewhere at the cost of and for the account of Tenant.

SECTION EIGHTEEN. REMOVAL OF TRADE FIXTURES OF TENANT AT END OF TERM

If Tenant shall fully and faithfully perform all of Tenant's obligations under this lease, then Tenant may, and upon the request of Landlord shall, remove all trade fixtures installed in the

premises by Tenant at the expiration or termination of the term of this lease, or any renewal of this lease, provided that such removal may be effected without damage to the premises.

SECTION NINETEEN. SURRENDER OF LEASE

The voluntary or other surrender of this lease by Tenant, accepted by Landlord, or the mutual cancellation of this lease, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies or operate as an assignment to Landlord of any or all of such subleases or subtenancies.

SECTION TWENTY. HOLDING OVER

Any holding over after the expiration of the term of this lease without the consent of Landlord shall be construed to be a tenancy from month to month at a rent equal to twice the rent payable if this lease were still in force and effect.

SECTION TWENTY ONE. GRACE PERIOD

A.

No default or breach of any of the covenants and conditions shall exist on the part of Landlord or Tenant until the party claiming default or breach shall serve upon the other a written notice, as provided in this lease, specifying with particularity wherein such default or breach is alleged to exist, and the other party shall fail to perform or observe such covenant or condition, as the case may be, within 10 days after the serving of such notice on it. No notice shall be construed to extend the lease term or convert the lease term to any tenancy other than a month to month tenancy.

B.

In the event, however, that any penalty be incurred or created, or interest be charged by reason of lapse of time due to the failure or omission of such party to have performed or observed such covenant or condition, then such party shall bear and pay such penalty or discharge such interest as additional rental under this lease.

C.

The foregoing period of grace shall not apply to rent payments or other payments required of Tenant under this lease, the time of such payments being of the essence of this lease.

D.

If either party shall be delayed or prevented from the performance of any act required by this lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive laws, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be extended for a period equivalent to the period of such delay, provided, however, that nothing in this section shall

excuse Tenant from the prompt payment of any rent or other charge required of Tenant except as may be expressly provided elsewhere in this lease.

SECTION TWENTY TWO. LANDLORD'S REMEDIES UPON DEFAULT

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive but are in addition to any remedies now or later allowed by law.

A.

Landlord shall have the right either to terminate Tenant's right to possession of the premises and thereby terminate this lease or to have this lease continue in full force and effect with Tenant at all times having the right to possession of the premises. Should Landlord elect to terminate Tenant's right to possession of the premises and terminate this lease, then Landlord shall have the immediate right of entry and may remove all persons and property from the premises. Such property so removed may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such termination, Landlord, shall be entitled to recover from Tenant the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant professes could be reasonably avoided. The worth at the time of award of the amount referred to in this section shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of New York at the time of the award plus one percent. Tenant agrees that any calculation of remedy shall not be reduced by any requirement or obligation to of the Landlord to mitigate damages.

B.

As used in this lease, the term "time of award" shall mean either the date upon which Tenant pays to Landlord the amount recoverable by Landlord as set forth in this lease or the date of entry of any determination, order, or judgment of any court or other legally constituted body, or of any arbitrators, determining the amount recoverable, whichever occurs first.

C.

Should Landlord, following any breach or default of this lease by Tenant, elect to keep this lease in full force and effect, for so long as Landlord does not terminate Tenant's right to possession of the premises, notwithstanding the fact that Tenant may have abandoned the premises, then Landlord, in addition to all other rights and remedies which Landlord may have at law or in equity, shall have the right to enforce all of Landlord's rights and remedies under this lease. Notwithstanding any such election to have this lease remain in full force and effect, Landlord may at any time thereafter elect to terminate Tenant's right to possession of the premises and thereby terminate this lease for any previous breach or default which remains uncured, or for any subsequent breach or default. For the purposes of Landlord's right to continue this lease in effect upon Tenant's breach or default, act of maintenance or preservation, or efforts of Landlord to relet the property, or the appointment of a receiver on initiative of Landlord to protect its interest under this lease, do not constitute a termination of Tenant's right to possession.

D.

In the event Landlord elects, upon breach or default of this lease by Tenant, to keep this lease in full force and effect, Landlord may, as attorney-in-fact of Tenant, from time to time sublet the premises or any part of it for such term and at such rent and upon such other terms as Landlord at Landlord's sole discretion may deem advisable, with the right to make alterations, restoration, and maintenance to the premises. Upon each such subletting, (1) the Tenant shall be immediately liable to pay to Landlord, in addition to indebtedness other than rent due under this lease, the cost of such subletting and of such alterations and repairs incurred by Landlord, and the amount by which the rent under this lease for the period of such subletting, to the extent such period does not exceed the term of this lease, exceeds the amount agreed to be paid as rent for the premises for such period of such subletting, or (2) at the option of Landlord, rents received from such subletting shall be applied: first, to payment of indebtedness other than rent due under this lease from Tenant to Landlord; second, to the payment of costs of such subletting and of such alterations and repairs; third, to payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Landlord and applied in payment of future rents as they become due under this lease. If Tenant has been credited with any rent to be received by such subletting under option (1) and such rent shall not be promptly paid to Landlord by the subtenant, or if such rent received from such subletting under option (2) during any month be less than that to be paid during that month by Tenant under this lease, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No taking possession of the premises by Landlord, as attorney-in-fact for Tenant, shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Tenant. Notwithstanding any such subletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. At Landlord's option and application, a receiver for Tenant shall be appointed to take possession of the premises and to exercise Landlord's right to sublet the premises as attorney-in-fact for Tenant and to apply any rent collected from the premises as provided in this lease.

E.

Nothing in this section affects the right of the Landlord to indemnification for liability arising prior to the termination of the lease for personal injuries or property damage where the lease provides for such indemnification.

F.

If Tenant shall be in default in the performance of any covenant to be performed by it under this lease, then, after notice and without waiving or releasing Tenant from the performance of such covenant, Landlord may, but shall not be obligated to, perform any such covenant, and in exercising any such right pay necessary and incidental costs and expenses in connection with it. All sums so paid by Landlord, together with interest on it at the maximum rate of interest per year allowed by law, shall be deemed additional rental and shall be payable to Landlord on the next rent-paying day.

G.

Rent not paid when due shall bear interest at the maximum rate of interest per year allowed by law from the date due until paid.

SECTION TWENTY THREE. ATTORNEYS' FEES ON DEFAULT

If either Landlord or Tenant shall obtain legal counsel or bring an action against the other by reason of the breach of any covenant, warranty, or condition of this lease, or otherwise arising out of this lease, the unsuccessful party shall pay to the prevailing party reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The term "prevailing party" shall include, without limitations, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

SECTION TWENTY FOUR. INSOLVENCY

The occurrence of any of the following events shall constitute a breach of this lease by Tenant and a default under this agreement: (1) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant; or (2) a general assignment by Tenant for the benefit of creditors; or (3) any action taken or suffered by Tenant under any insolvency or bankruptcy act.

SECTION TWENTY FIVE. ASSIGNMENT OR SUBLETTING

A.

Tenant shall not assign this lease or any interest in it, and shall not sublet the premises or any part of it or any right or privilege appurtenant to this agreement or permit any other person, the agents and servants of Tenant excepted, to occupy or use the premises or any portion of it without first receiving the written consent of Landlord. This lease and any interest in it shall not be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

B.

Any transfer of shares by Tenant by reason of which the present shareholders own less than fifty-one percent of the outstanding stock of Tenant or a surviving corporation shall constitute an assignment of this lease subject to the provisions limiting assignment.

C.

Except as otherwise expressly provided in this lease, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions of this lease unless Landlord consents.

D.

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this lease, all rent from any subletting of all or a part of the premises as permitted by this lease, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this lease, except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

E.

In no event shall Tenant assign this lease or sublet the premises, or any portion of it, to any then-existing or prospective Tenant.

SECTION TWENTY SIX. DAMAGE TO OR DESTRUCTION OF PREMISES, and Landlord's Future Repairs to Premises

In the event of a partial destruction of the premises from any cause covered by Landlord's standard fire and extended coverage insurance, Landlord shall immediately repair such destruction, provided the cost of repair does not exceed the insurance proceeds and such repairs can be made within 60 days, Tenant shall not be required to pay rent while such repairs are being made, and Tenant shall be entitled to a return of any rent paid for the period during which repairs are being made and Tenant shall be entitled to return of the security deposit. If such partial destruction was caused by any risk not covered by Landlord's insurance, or if the cost of repair exceeds the insurance proceeds payable, Landlord may, at its option, make such repairs, provided the repairs can be made within 60 days, and the Tenant shall not be required to pay rent while such repairs are being made, and Tenant shall be entitled to a return of any rent paid for the period during which repairs are being made and Tenant shall be entitled to return of the security deposit. If the Landlord does not elect to make repairs it is not obligated to make, or if such repairs cannot be made within 60 days, or if such repairs cannot be made under law, this lease may be terminated at the option of either party and Tenant shall be entitled to return of the security deposit. In the event the building is destroyed to the extent of not less than thirty-three and one-third percent of the replacement cost of it, Landlord may elect to terminate this lease, whether the premises are injured or not and without liability to Tenant. A total destruction of the premises, or of the building, shall terminate this lease. In the event of any dispute between Landlord and Tenant relative to the provisions of this Section, they shall submit their dispute to arbitration in accordance with the rules of the American Arbitration Association, and the arbitration shall be final and binding upon both Landlord and Tenant, and the cost of such arbitration shall be borne equally between them.

If Landlord elects to repair the existing bulkhead on the Premises during the Term of this Lease, and denies access to the park and/or the Premises, Tenant may terminate this lease and has no further obligation to pay rent, and shall be entitled to a return of the security deposit. Additionally, Landlord agrees to provide Tenant with a suitable replacement premises (Sea Breeze Park) for the remainder of the Term of this Lease.

SECTION TWENTY-SEVEN. EFFECT OF EXERCISE OF OR FAILURE TO EXERCISE RIGHTS BY LANDLORD

Neither the exercise of nor failure to exercise any right, option, or privilege under this lease by Landlord shall exclude Landlord from exercising any and all other rights, options, or privileges under this lease, nor shall such exercise or nonexercise relieve Tenant from Tenant's obligation to perform each and every covenant and condition to be performed by Tenant under this lease, or from damages or other remedy for failure to perform or meet the obligations of this lease.

SECTION TWENTY EIGHT. WAIVER

The waiver by Landlord of any breach of any term, covenant, or condition contained in this lease shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of such term, covenant, or condition, or of any other term, covenant, or condition in this lease. The acceptance of rent under this lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this lease other than Tenant's breach in failing to pay the particular rent so accepted regardless of Landlord's knowledge of such additional preceding breach at the time of the acceptance of such rent.

SECTION TWENTY-NINE. NOTICES

All notices to be given to Tenant may be given in writing personally or by depositing such notices in the United States mail, postage prepaid, and addressed: if to Tenant, at Tenant's Notice Address as set forth in Section One, Paragraph A, Subparagraph (7) or at such other place or places as Tenant may from time to time designate in writing; if to Landlord, in the same manner at the building office, or at such other place or places as Landlord may from time to time designate in writing.

SECTION THIRTY. REPRESENTATIONS

This lease represents the entire agreement of the parties with respect to the parties' rights and duties under this lease. Tenant acknowledges that neither Landlord nor any agent, servant, or representative of Landlord, or any person purporting to act on Landlord's behalf, has made any representation, warranty, or statement with respect to the amount of taxes that may or will be assessed against the premises or about the cost of any insurance required to be secured by Tenant under this lease or any other matter relating to this lease that is not expressly covered in this lease. With respect to such matters, Tenant is relying upon Tenant's own independent investigation and sources of information, and Tenant expressly waives any right Tenant might otherwise have under the law to rescind this lease or to claim damages by reason of the fact that such taxes or assessments or costs of insurance may be in excess of any sum deemed reasonable by Tenant, or in excess of any amount Tenant anticipated paying under this lease.

SECTION THIRTY-ONE EXECUTION

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

SECTION THIRTY-TWO. NAME

Tenant shall not use the name of the Village for any purpose including as the address of the business conducted by Tenant in the premises without the written consent of Landlord.

SECTION THIRTY-THREE. ENTIRE AGREEMENT; AMENDMENT

This lease contains all the agreements of the parties with respect to the subject matter and cannot be amended or modified except by a written agreement.

SECTION THIRTY-FOUR. NEGATION OF PARTNERSHIP

Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of the provisions of this lease.

SECTION THIRTY-FIVE. PROVISIONS ARE COVENANTS AND CONDITIONS

All provisions, whether stated as covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

SECTION THIRTY-SIX. USE OF DEFINITIONS

The definitions contained at the beginning of and in the text of this lease shall be used to interpret this lease.

SECTION THIRTY-SEVEN. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this lease shall not render the other provisions invalid, illegal, or unenforceable.

SECTION THIRTY-EIGHT CAPTIONS

The table of contents and headings of the sections of this lease are descriptive and for convenience only, are not a part of this lease, and shall have no effect on the construction or

interpretation of this lease.

SECTION THIRTY-NINE SUCCESSORS

The provisions of this lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, administrators, and executors, of the parties.

SECTION FORTY APPLICABLE LAW

This lease shall be construed and interpreted in accordance with the laws of the State of New York.

CERTIFICATION BY TENANT

Tenant certifies that Tenant has carefully read and understood every word in this lease and by signing this lease agrees to faithfully comply with its provisions.

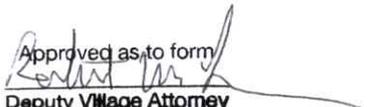
/Lakshmidatt Roopnarine/

Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals

CERTIFICATION BY LANDLORD

Tenant certifies that Landlord has carefully read and understood every word in this lease and by signing this lease agrees to faithfully comply with its provisions.

Mayor Robert T. Kennedy

Approved as to form

Deputy Village Attorney

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

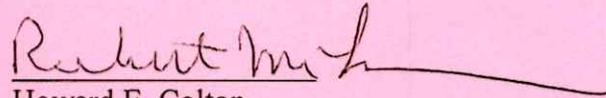
DATE: May 23, 2025

RE: Retroactive approval Inter-Municipal Agreement Friendship Engine and Hose Co of the Merrick Fire Department

Our office is requesting that the Village Board approve the attached renewal of an Inter-Municipal Agreement to provide space for Friendship Engine and Hose Co of the Merrick Fire Department (Friendship), during the construction of their new firehouse. The space being provided will be for the storage and response of fire apparatus and personnel. The agreement is on a month-to-month basis until the completion of the construction of Friendship's firehouse repairs. The property the village is providing is located at 63 Babylon Tpke., Freeport, New York. Friendship's place of business is 2075 Meadowbrook Rd, Merrick, NY 11566

Friendship will pay the Village of Freeport \$10,000 per month starting on March 1, 2025 for the use of the premises.

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


Howard E. Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

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

WHEREAS, the Village of Freeport wishes to enter into an Inter-Municipal Agreement with Friendship Engine and Hose Co of the Merrick Fire Department (Friendship), 2075 Meadowbrook Road, Merrick, NY 11566; and

WHEREAS, this Agreement is to provide space for Friendship located at 63 Babylon Turnpike, Freeport, NY 11520, during the construction of their new firehouse; and

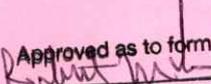
WHEREAS, the space will be used for the storage and response of fire apparatus and personnel; and

WHEREAS, Friendship agrees to pay the Village of Freeport a month-to-month fee of \$10,000 retroactive to March 1, 2025 and continuing until the completion of the construction of Friendship's firehouse repairs; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board of Trustees hereby authorizes the Mayor to enter into an Inter-Municipal Agreement with Friendship Engine and Hose Co of the Merrick Fire Department (Friendship), 2075 Meadowbrook Road, Merrick, NY 11566, for a monthly fee of \$10,000 retroactive to March 1, 2025 and continuing until the completion of the construction of Friendship's firehouse repairs.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

AGREEMENT BETWEEN THE VILLAGE OF FREEPORT AND THE FRIENDSHIP
ENGINE AND HOSE CO OF THE MERRICK FIRE DEPARTMENT FOR THE USE OF
THE VILLAGE OF FREEPORT ARMORY BUILDING FOR THE STORAGE OF FIRE
PROTECTION EQUIPMENT.

THIS INTERMUNICIPAL AGREEMENT (this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the Village of Freeport, a municipal corporation having its principal offices at 46 North Ocean Avenue Freeport, New York 11520 (hereinafter referred to as the "Village") and the Friendship Engine and Hose Co of the Merrick Fire Department , a municipal corporation, having offices at 2075 Meadowbrook Road Merrick, NY 11566 (hereinafter referred to as the "Friendship") for the storage of fire protection equipment.

WITNESSETH:

WHEREAS, the Village now owns and maintains a facility located at 63 Babylon Tpke. Freeport, NY. and

WHEREAS, the Friendship requires the services of an entity which is able to provide a location to store fire protection equipment; and

WHEREAS, the Village has the resources, to provide the services required, at cost, to Friendship and such commitment will not come at the detriment of Freeport taxpayers and residents; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

1.1. Inter-municipal Authorization. The Village and Friendship each represent that the respective entities are authorized, pursuant to both Article 9, § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements. The Friendship and the Village, believing it to be in the best interest of the taxpayers of their respective municipalities, do hereby mutually authorize inter-municipal cooperation and assistance with and between each other for the rental of property referenced herein above.

II. General

1.1 The Village shall provide space at property located at 63 Babylon Tpke Freeport, NY to storage of fire protection equipment.

1.2 Friendship shall reimburse the Village the sum of \$10,000 per month for the

period of one year for the execution of this agreement. This agreement is an extension of the prior Intermunicipal Agreement dated

1.3 Friendship shall be responsible for all utilities including, electric and water for the area that they are occupying.

1.4 Friendship at its cost shall maintain public liability and property damage insurance with liability limits of not less than \$1 million and \$1 million per occurrence, and property limits of not less than \$1 million per occurrence insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

1.5 Should Friendship request additional services, Friendship shall reimburse the Village for any and all costs incurred for the services rendered under this agreement. The reimbursement shall cover the actual wages paid to the personnel utilized for the purposes outlined herein above used by the Village. The Village shall provide a detailed invoice to Friendship setting forth the costs incurred and Friendship shall provide reimbursement within thirty days thereafter.

2.1. Notices. (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

- (i) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);
- (ii) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier);
- (iii) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk); or
- (iv) by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipients telecopier or facsimile machine (with a copy thereof sent in accordance with subparagraph (ii) or (iii) above) (any notice so delivered shall be deemed to have been received (1) on the date of transmission, if so transmitted before 5:30 p.m. (local time of the recipient) on a business day, or (2) on the next business day, if so transmitted on or after 5:30 p.m. (local time of the recipient) on a business day or if transmitted on a day other than a business day).

(b) All notices shall be addressed to the parties at the following addresses:

To Village: Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520
Attn: Howard Colton Village Attorney

To Friendship: Friendship Engine and Hose Co
of the Merrick Fire Department
2075 Meadowbrook Road
Merrick, NY 11566

(c) Either party may, by notice given pursuant to the provisions of this Paragraph, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

2.2. Indemnification. (a) at all times, the Friendship and the Village shall indemnify and hold harmless each other, their officers, employees, and agents from and against any and all liabilities, losses, costs, expenses, and damages (including, without limitation, attorney's fees and disbursements) directly arising from the acts or omissions of the indemnifying party consisting of negligence or willful misconduct, including Losses in connection with any litigation or other proceeding or preparing a defense to or prosecuting the same, all in relation to the provision of snow removal services.

2.3. Public Liability and Property Damage Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than \$1 million and \$1 million per occurrence, and property limits of not less than \$1 million per occurrence insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

2.4. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.
(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid,

illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

25. No Arrears or Default. No Party is in arrears to any other Party to this Agreement upon any debt or contract and no Party is in default as surety, contractor, or otherwise upon any obligation to another Party, including any obligation to pay taxes to, or perform services for or on behalf of, another Party.

2.6. Assignment. Neither party hereto may assign its rights and/or obligations hereunder without the prior written consent of the other party and any purported assignment without such consent shall be of no force and effect.

2.7 Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement

2.8. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the parties hereto.

Friendship Engine and Hose Co

By: _____

Name: John M. Fabian

Title: Chairman Board of Directors

Date: _____

VILLAGE OF FREEPORT

By: _____

Name: Hon. Robert T. Kennedy

Title: Mayor, Village of Freeport

Date: _____

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Approved as to form

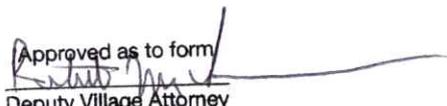

Deputy Village Attorney

EXHIBIT A – Village of Freeport Board Resolution Authorizing IMA

EXHIBIT B – TOWN OF HEMPSTEAD RESOLUTION

VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Robert Kennedy, Mayor

From: Robert Fisenne, P.E., Supt. of Public Works

Date: May 23, 2025

RE: Parking Restrictions on Lexington Avenue

We have received a request for additional parking restrictions to be installed on Lexington Avenue. The request states that parked cars frequently block the view of drivers exiting the driveways on the north side of Lexington Avenue east of Park Avenue. A visit to the site reveals that the view is blocked while exiting the driveways and it was determined that parking restrictions will help this situation.

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

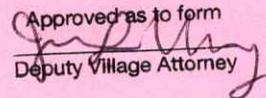
Sec. 41. Parking prohibited at all times unless otherwise designated.

ADD

Lexington Avenue, north side, beginning at the curbline of Park Avenue and continuing east for a distance of 218 feet, from 8:00 a.m. to 3:00 p.m., except Saturday and Sunday.



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

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

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

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

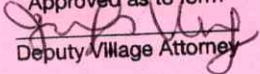
ADD

Lexington Avenue, north side, beginning at the curbline of Park Avenue and continuing east for a distance of 218 feet, from 8:00 a.m. to 3:00 p.m., except Saturday and Sunday.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 2nd day of June, 2025.

Approved as to form

Deputy Village Attorney

Sheryl Sobers

From: LuM . <trueredpilot3@hotmail.com>
Sent: Monday, March 17, 2025 1:27 PM
To: Robert Fisenne
Cc: Sheryl Sobers
Subject: (External E-mail)no parking request
Attachments: noparking.pdf

Caution: The sender name (LuM .) is different from their email address (trueredpilot3@hotmail.com), which may indicate an impersonation attempt. Verify the email's authenticity with the sender using your organization's trusted contact list before replying or taking further action.

Secured by Check Point

Good afternoon,

As per our previous conversations regarding cars blocking my driveway , I have attached a document showing consent from my neighbors to put a no parking during school hours sign in front of our homes.

I appreciate your attention and look forward to your response.

Thank you
Luz Hernandez

516-476-3113

Disclaimer

CAUTION: This email originated from outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Regarding parking situation at 192
Lexington Ave.

No Parking Petition

There is a very high volume of students from Freeport High School and others blocking our driveways during school hours. This poses a great inconvenience for the residents and is a safety and fire hazard. Therefore, a no parking sign during school days is requested as follows:

No Parking or Standing School Days 8:00 Am to 2:30 PM

We are requesting that the restriction start at the driveway at 192 Lexington Ave and continue to the northeast corner of Lexington Avenue and Park Avenue. This includes three residences that are indicated below.

1. I, Luz Hernandez agree to the placement of the no parking sign in front of my property.

Signature Luz Hernandez

192 Lexington Avenue
Freeport, NY 11520
(516) 476-3113

2. I, Charles Desmarais agree to the placement of the no parking sign in front of my property.

Signature Charles Desmarais

214 Lexington Avenue
Freeport, NY 11520

3. I, PATRICE HOBBS agree to the placement of the no parking sign in front of my property.

Signature Patrice Hobbs

202 Lexington Avenue
Freeport, NY 11520

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

AGENDA

BOARD OF TRUSTEES' MEETING

June 2, 2025

COMMENTS PERMITTED ON AGENDA ITEMS