



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

York 11530, from March 1, 2025 through February 28, 2026, with no increase in hourly rate, not to exceed \$65,000.

- b) Request retroactive approval to renew the Financial Consulting Services agreement with Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, from March 1, 2025 through February 28, 2026, with no increase in the hourly rate, and in an amount not to exceed \$57,500.

**COMMENTS PERMITTED ON AGENDA ITEMS**

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

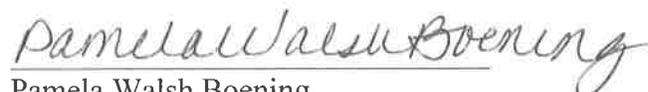
**DATE:** June 12, 2025

**RE:** Carnival/Festival/Bazaar  
Applicant: Mitchell Krueling  
Organization: Freeport for Veterans  
Date: July 20, 2025  
Rain Date: July 27, 2025  
Time: 1:00 P.M. to 5:00 P.M.  
Assembly Time: 9:00 A.M.  
Location: Waterfront Park

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Attached is a copy of the request for a public assembly permit application, submitted on behalf of Freeport For Veterans, to hold a Clam Bake on Sunday, July 20, 2025 (rain date: Sunday, July 27, 2025), from 1:00 P.M. to 5:00 P.M. The set up time will begin at 9:00 A.M. Approximately 300 individuals are expected to attend the BBQ throughout the day.

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  
Village Clerk

Attachments

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

**Applicant:**

Mitchell Krneling 230 North Forest Ave Rvc NJ 11570  
Name Address Apt City State Zip  
516 949 0389  
Telephone # Business # Email Address Permit Applicant Organization Affiliation

**Organization:**

Freeport for Veterans 19 Suffolk St Freeport NJ 11520  
Organization Name Address City State Zip  
516 949 0389 mitch92367@yahoo.com  
Telephone # Email Address

**Organization Representatives (Other than applicant):**

- |   |  |  |
|---|--|--|
| 1) <u>Mitch Krneling</u><br><small>Name</small> | <u>516 949 0389</u><br><small>Contact Phone#</small> | <u>BOARD member</u><br><small>Position</small> |
| 2) <u>Ben Jackson</u><br><small>Name</small>    | <u>516 963 6521</u><br><small>Contact Phone#</small> | <u>BOARD member</u><br><small>Position</small> |
| 3) <u>Sen Jerome</u><br><small>Name</small>     | <u>917 714 5435</u><br><small>Contact Phone#</small> | <u>BOARD member</u><br><small>Position</small> |

**Carnival/Festival/Bazaar Operator / Contractor:** CLAM BAKE.

CLAM BAKE. CLAM BAKE.  
Business Name Address City State Zip  
Operator's Name Telephone #

**Name & type of requested Carnival/Festival/Bazaar:** CLAM BAKE.

**Requested Carnival/Festival/Bazaar Location:** Waterfront Park. 957 S Long Beach Ave  
Freeport

**Set Up Day:** 7/20/25 **Date:** 7/20/20 **Set Up Start Time:** 9:00 AM PM

**Dates of operation:**

1 <sup>st</sup> Day: <u>7/20/25</u>	Date: <u>7/20/2025</u>	Start Time: <u>9:00</u> <u>AM/PM</u>	End Time: <u>5:00</u> <u>AM/PM</u>
2 <sup>nd</sup> Day: <u>7/27/25</u>	Date: <u>7/27/2025</u>	Start Time: <u>9:00</u> <u>AM/PM</u>	End Time: <u>5:00</u> <u>AM/PM</u>
3 <sup>rd</sup> Day: _____	Date: ___/___/20___	Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM
4 <sup>th</sup> Day: _____	Date: ___/___/20___	Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM

**Equipment Removal will be done by:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/20\_\_\_ **Time** \_\_\_:\_\_\_ AM/PM

**Rain Date:**  NO  YES **Date:** 7/27/2025

*Rain Date*

VILLAGE OF FREEPORT, NY  
 CLERK'S OFFICE  
 2025 JUN -6 11:14  
 RECEIVED

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?

BABA Area + Parking Lot + GAZEROS

- B) List each ride.

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

no rides

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

none (just BBA)

- 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 trailers

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

From Swing sets to BBA Area + GRASS Area

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

no

- G) What is the estimated number of customers you expect daily? 300

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

2 portable toilets + 3 Garbage Pails

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.

None.

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.

None.

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

Bath Rooms

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

2 Signs on Entrance Gates  
3 - INSIDE PARK IN BBA AREA

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

NO

*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

LISA M DEBOURG

NOTARY PUBLIC-STATE OF NEW YORK

No. 01DE6294362

Qualified in Nassau County

My Commission Expires December 16, 2025

Sworn to before me this  
6 day of June, 2025

  
NOTARY PUBLIC

**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):**

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

Sign: Mitchell Kneelins Date: 6/3/25  
(Name of representative and company name)

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

Signature Mitchell Kneelins  
Applicant

Sworn to before me this 6  
day of June 2025  
Lisa M Debourg  
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: \_\_\_\_\_

VILLAGE OF FREEPORT  
PARKS AND RECREATION DEPARTMENT  
130 E. MERRICK ROAD  
FREEPORT, NEW YORK 11520

FAX NO: 377-2318

PHONE NO: 377-2314

APPLICATION FOR USE OF FREEPORT PARKS (FOR PICNIC OR BARBECUE ONLY)

THIS APPLICATION MUST BE SUBMITTED TWO WEEKS BEFORE THE EVENT

DATE SUBMITTED: 4/9/25

NAME OF ORGANIZATION/GROUP: Freeport FOR Veterans  
CONTACT PERSON: Mitch Krneling ADDRESS: 14 Suffolk St Freeport  
PHONE NO: 516 949 0389 NO. OF PEOPLE EXPECTED: MAX. 50 PEOPLE  
PARK REQUESTED: Waterfront Park DATE REQUESTED: JULY 20 Rain Date JULY 27  
TIME OF EVENT: 1 PM - 5 PM TYPE OF EVENT: CLAM BARBE

- o Picnic Hours: START 9:00 a.m. FINISH 7:00 p.m.
- o Applicant is responsible for the maintenance and cleanup of the park at termination of event.
- o No Alcoholic Beverages will be dispensed, No Bouncy Houses, Tents or DJ's \*\*\*\* STRICTLY ENFORCED\*\*\*\*

NO GLASS BOTTLES! ALL BEVERAGES MUST BE SERVED IN PLASTIC CUPS

Non-Refundable \$50.00 Fee

(Makes checks payable to: Village of Freeport)

\*\*\*\*\*No Rain Date\*\*\*\*\*

The undersigned agrees that the applicant is solely responsible and liable for his/her own works, person, and property at all times. The undersigned will not hold Freeport, its agents, directors, or employees responsible or liable for any loss or damage to property or injury to person

A Village representative will contact you on an as needed basis to advise you about any insurance policies that may be required. All insurance must list the Village of Freeport as additional insured.

  
Signature of Applicant

**Disclaimer:** The obtaining and/or filling out of a Park Application does not automatically guarantee or create a preference in the dates requested. Please contact the Freeport Recreation Center, prior to submitting the application and payment, to obtain conformation and approval.

OFFICE USE ONLY:

INSURANCE WAIVED:  PERMIT APPROVAL: \_\_\_\_\_  
INSURANCE APPROVED: \_\_\_\_\_ INSURANCE INSUFFICIENT: \_\_\_\_\_

Signature/Date \_\_\_\_\_

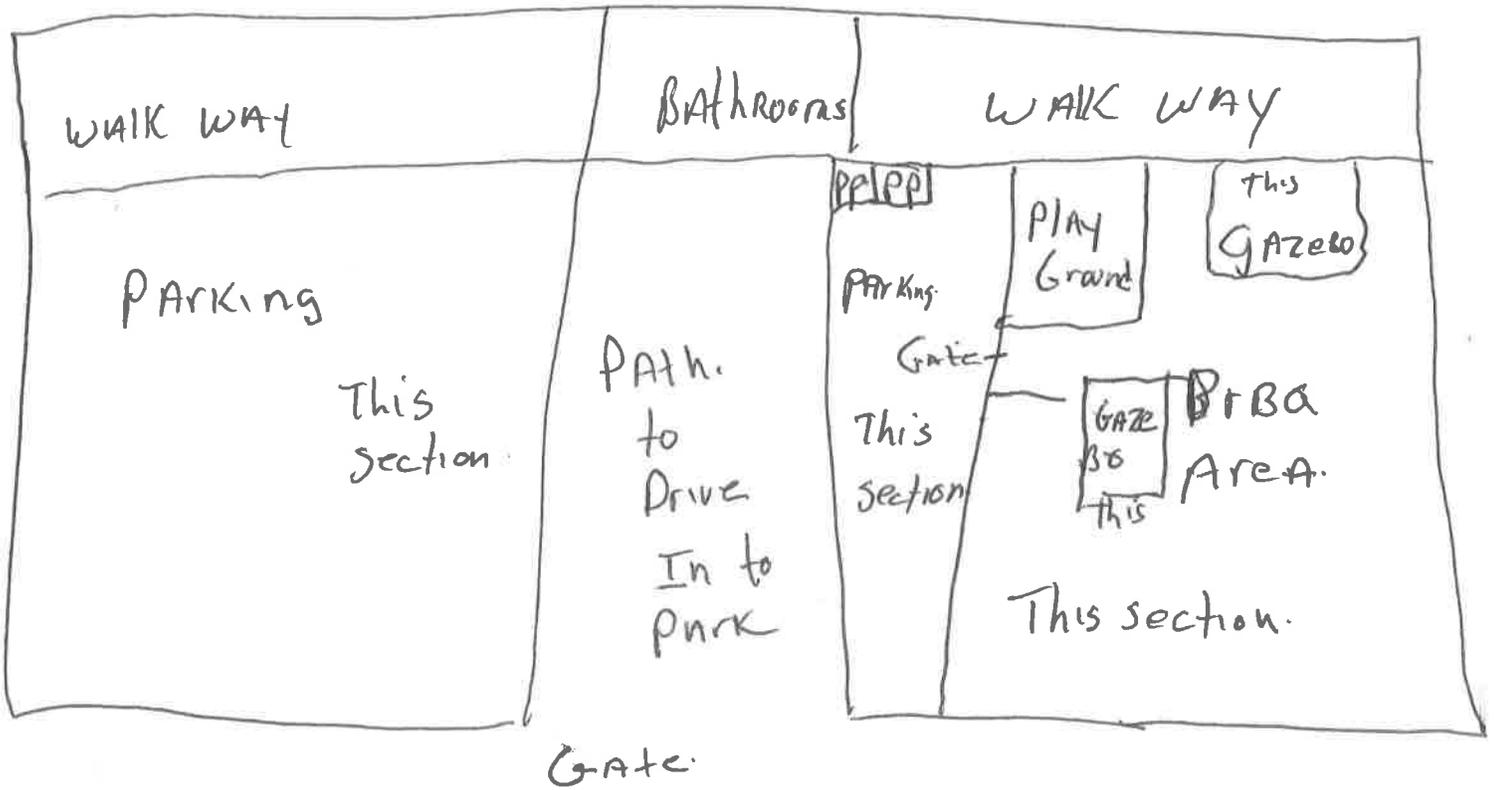
June 6, 2025

Freeport for Veterans

14 SUFFOLK ST

Freeport, NY

Water Front PARK.  
957 S Long Beach Rd  
Freeport NY 11520



Sincerely,

Freeport for Veterans



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>The Village of Freeport, 46 N Ocean Ave, Freeport, NY 11520</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person (s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

— ★ ★ ★ —  
**HORST KRAELING & BILL MURPHY**  
**3rd Annual Clam Bake**



=====  
**SUNDAY, JULY 20, 2025**  
**FROM 1-5 P.M.**

*rain date*  
**JULY 27**

**WATERFRONT PARK**  
**857 SOUTH LONG BEACH AVE. IN FREEPORT**

=====  
CLAMS, STEAMERS, CHICKEN, BURGERS,  
HOT DOGS, FRESH LOCAL CORN,  
CHOWDER, CHIPS & BEVERAGES

**Live music by HardKnocks NY**  
**The "Mark Robinson" Memorial 50/50 Raffle**

**Tickets are \$40 at the door;**  
**Kids 10-16 are \$10; under 10 are free**  
**MILITARY & VETERANS are free**

— ★ ★ ★ —  
**DETAILS & DONATIONS: 516-949-0389 or 516-903-0521**

# 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 for Veterans** **19 Suffolk St.**

		Organization Name	Address
<b>Freeport</b>	<b>N.Y.</b>	<b>11520</b>	<b>516 949-0389</b>
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 for Veterans Clam Bake

**DATE:** Sunday, July 20, 2025

**Rain Date :** Sunday, July 27, 2025

**TIME:** 1:00 P.M. to 5:00 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.**
- Use of amplified sound, band, D.J. equipment, etc., will cease and desist promptly at 5:00 P.M., without prompting from police or village officials.**
- Applicant and participants will be shut down and start to clear from the roadway at 5:00 P.M. sharp without prompting from police or village officials.**
- 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 can not be used to block roadway.**
- Tables, tents, equipment, amusements, sound equipment 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.***
- Applicant: Freeport for Veterans, 19 Suffolk St., Freeport, 11520 NY (516) 949-0389  
**Contact: Mitchell Kraeling 516-949-0389**  
**Add'l Contact: Ben Jackson 516-903-6521.****

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 assembly 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 Williams Michael Williams 06/10/2025  
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 Ave. Freeport, NY  
(516) 378-0700**

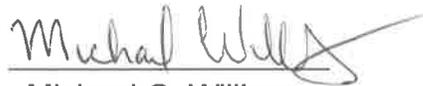
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Assistant Chief Michael G. Williams  
**DATE:** June 10, 2025  
**RE:** Freeport for Veterans

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After reviewing the attached Parade & 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 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 JUN 11 1A 11:59

RECEIVED

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

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**TO:** Pamela Walsh Boening, Village Clerk

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

**DATE:** June 9, 2025

**RE:** Carnival/Festival/Bazaar Public Assembly Permit Application

<b>Organization:</b>	Freeport for Veterans
<b>Applicant:</b>	Mitchell Krueling
<b>Date:</b>	Sunday, July 20, 2025
<b>Rain Date:</b>	Sunday, July 27, 2025
<b>Time:</b>	1:00 pm – 5:00 pm
<b>Set-up Time:</b>	9:00 am
<b>Location:</b>	Waterfront Park

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I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Mitchell Krueling on behalf of Freeport for Veteran, to hold a Clam Bake.

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

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

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## Pamela Boening

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**From:** Raymond Maguire  
**Sent:** Tuesday, June 10, 2025 3:39 PM  
**To:** Pamela Boening  
**Subject:** Re: 7.20.2025 Freeport For Veteran BBQ

I have reviewed the Carnival Festival Bazaar Permit application for July 20, 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 Waterfront Park. 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*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Friday, June 6, 2025 4:33:54 PM  
**To:** smithm@freeportpolice.org <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>  
**Subject:** 7.20.2025 Freeport For Veteran BBQ

Please send recommendation.

## Pamela Boening

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**From:** Christine Maguire  
**Sent:** Wednesday, June 11, 2025 4:28 PM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 7.20.2025 Freeport For Veteran BBQ

Insurance is approved for the 7.20.2025 Freeport For Veteran BBQ

Regards,

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Friday, June 6, 2025 4:34 PM  
**To:** 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>  
**Subject:** 7.20.2025 Freeport For Veteran BBQ

Please send recommendation.

## Pamela Boening

---

**From:** Elizabeth Comerford  
**Sent:** Tuesday, June 10, 2025 3:03 PM  
**To:** Pamela Boening  
**Subject:** RE: 7.20.2025 Freeport For Veteran BBQ

Hi,

All good on the Recreation Center's end. The event is in our calendar.

Thanks,

*Liz Comerford*  
*Freeport Recreation Center*  
*516-377-2311*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Friday, June 6, 2025 4:34 PM  
**To:** 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>  
**Subject:** 7.20.2025 Freeport For Veteran BBQ

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

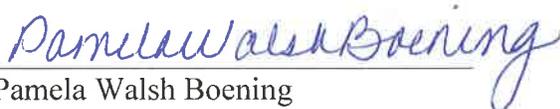
**DATE:** June 12, 2025

**RE:** Block Party  
Applicant: Freeport Community Church of the Nazarene  
Date: Saturday, August 9, 2025  
Rain Date: None  
Location: Roosevelt Avenue between Atlantic Avenue and Ray Street  
Time: 12:00 P.M. to 6:00 P.M.

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Attached is a copy of a Block Party Permit Application submitted on behalf of Freeport Community Church of the Nazarene, to hold a block party on Saturday, August 9, 2025 (rain date: none), from 12:00 P.M. to 6:00 P.M. on Roosevelt Avenue between Atlantic Avenue and Ray Street. Approximately one hundred (100) individuals will be attending the event.

Also attached please find the recommendations from the Police Department, Public Works, Fire Department and Building Department.

  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT  
APPLICATION FOR BLOCK PARTY PERMIT**

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: <sup>22nd</sup> May 1<sup>st</sup>, 2025

DESCRIBE EVENT AND PURPOSE: Back to School Event

DATE OF EVENT: August 9, 2025 RAIN DATE:                     

TIME: FROM 12pm TO 6pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Atlantic Ave Between Ray St. and Roosevelt.

NO. PARTICIPANTS EXPECTED: 100 NO. OF RESIDENCES ON BLOCK: 5 VERIFIED BY LS.

NAME OF CONTACT/ORGANIZATION: Freeport Community Church of the Nazarene

ADDRESS: 301 Atlantic Ave, Freeport, NY, 11520 TEL NO. 516 514 4799 Maia

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the **STREETS OR SIDEWALKS. DO NOT BLOCK STREETS WITH CARS.**

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/2 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Bob Goldsae</u>	<u>✓ 175 Roosevelt Ave</u>	<u>Bob Goldsae</u>
<u>Kevon Ajodhia</u>	<u>✓ 179 Roosevelt Ave</u>	<u>Kevon Ajodhia</u>
<u>Danielle Richardson</u>	<u>✓ 194 Roosevelt Ave</u>	<u>Danielle Richardson</u>
<u>Nicole Walcott</u>	<u>✓ 188 Roosevelt Ave</u>	<u>Nicole Walcott</u>

VILLAGE OF FREEPORT, NY  
CLERK'S OFFICE  
-2025 MAY 22 1 P 3: 07  
RECEIVED

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**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 JASON C. SADEO acting as an authorized representative of Freeport Naz. Club swear 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.

Jason C. Sadeo  
Applicant's signature

Sworn to before me this 22nd

day of May, 2025

AMM  
Notary

ANDREW M SOTO  
NOTARY PUBLIC, State of New York  
No. 01SO6392684  
Qualified in Nassau County  
Commission Expires, June 3, 2027  
*State of New York County of Nassau*

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**QUERY**  entries Search:  X

**Assessor's Parcel Search**

**Assessor's Parcel Search**

Parcel Number:  301 ATLANTIC AVE

Parcel ID:  62 148 529

Billing ID:  163727

Mailing Address:

Street Name:  1 of 1 entries

Mailing Name:

Owner Name:

Property Address:  301 ATLANTIC AVE

In Care of:

Tax Parcel ID:

Available Reports:

**Assessor's Parcel Assessment Report**

**Run Report**

**Smart Reporting**

**Land Valuation**  
 Last Sale Date: 03/13/2025  
 Last Sale Amount: \$ 0.00  
 Land Value: \$ 4169.00  
 Total Value: 2070.00  
 Lot Size: DIMEN 114.00 X 144.00

**Structure Valuation**  
 Building Value: 37902.00

**Assessed Valuation**  
 Assessment Date: 01/11/2001

**Mailing Information**  
 CHURCH OF THE MAZARENE  
 301 ATLANTIC AVE  
 FREEPORT NY 11520-4249

**Remarks**  
 LOT: GRP: 529  
 COUNTY CLS: 620

**Property Address**  
 301 ATLANTIC AVE  
 FREEPORT, NY 11520

**Map Data:**  
 X : 1099199.41 , Y : 174527.84  
 LAT : 40.64497 , LON : -73.58578

## Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Jason C. Sadeo 301 Atlantic Ave.

Applicant's Name

Address

Freeport

New York

11520

516 514 - 4799

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:

**Block Party:** Roosevelt Ave. between Atlantic Ave. & Ray St. Freeport, NY

**Date:** August 9<sup>th</sup> 2025

**Rain Date:** None

**Time:** 12:00 P.M. to 6:00 P.M.

- 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 the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 6:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 6:00 P.M. without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 5. Applicant: Jason C. Sadeo on behalf of Freeport Church of the Nazarene, Tel: # 516-514-4799**

**THIS BLOCK PARTY 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 BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.**

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

Issued by Assistant Chief Michael G. Williams  05/29/2025  
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      40 North Ocean Avenue, Freeport, New York 11520**  
**Chief of Police      (516) 378-0700      Fax (516) 377-2432**

**TO:**            Pamela Walsh Boening, Village Clerk  
**FROM:**        Assistant Chief Michael G. Williams  
**DATE:**        May 29, 2025  
**RE:**            Block Party- The Freeport Church of the Nazarene  
                    Roosevelt Ave. between Atlantic Ave. and Ray Street, Freeport, NY  
                    Date: August 9<sup>th</sup>, 2025      Time: 12:00 P.M. to 6:00 P.M.  
                    Rain Date: None

---

After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,



**Michael G. Williams**  
Assistant Chief

**RECEIVED**  
2025 MAY 29 P 2:59  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

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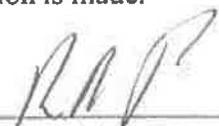
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** May 23, 2025  
**RE:** Block Party Application – Freeport Community Church of the Nazarene

---

**RE:** Block Party Permit Application  
**Applicant:** Jason C. Sadeo / Freeport Community Church of the Nazarene  
**Date:** Saturday, August 9, 2025  
**Rain Date:** None  
**Location:** Roosevelt Avenue between Atlantic Avenue and Ray Street  
**Time:** 12:00 P.M. – 6:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Jason C. Sadeo on behalf of Freeport Community Church of the Nazarene. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Please advise me when a decision is 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 28, 2025 6:12 PM  
**To:** Pamela Boening  
**Subject:** RE: 8.9.2025 Roosevelt Avenue Block Party

I have reviewed the Block Party and Public Assembly application for August 9, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. However, the are intending on shutting down the street and the area is vast. Therefore, even more attention to access must be maintained by the participants. It is imperative that the participants be cognizant of the need for emergency vehicles to enter the area if necessary.

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:** Friday, May 23, 2025 11:56 AM  
**To:** smithm@freeportpolice.org; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@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>  
**Subject:** 8.9.2025 Roosevelt Avenue Block Party

Please send recommendation.

**Incorporated Village of Freeport  
INTER-OFFICE MEMO**

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

Date: June 9, 2025

RE: 2025 Final Notice of Special Franchise Assessments

The Assessment Department received on June 6, 2025, the 2025 Notice of Final Special Franchise Assessment dated June 4, 2025 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services.

The Village did not receive any changes from the 2025 Tentative Notice to the 2025 Final Notice and it will not require any adjustments to the 2025/2026 Final Assessment Roll.

The Special Franchise Assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The assessments include both the value of the tangible property situated in, upon, under or above public streets, highways, water and other public places and the value of the franchise, right, authority or permission to occupy such public streets, highways, water and public places.

<b>List of Special Franchise Assessments</b>	<b>S / B / L</b>	<b>2024/2025 Tentative</b>	<b>12/5/2024 Tentative</b>	<b>06/04/2025 Final</b>
<b>/Long Island Power Authority - # 127400</b>	<b>99-SPF-5</b>	<b>42,301</b>	<b>55,127</b>	<b>55,127</b>
<b>Key Span Gas East Corp - # 127410</b>	<b>99-SPF-2</b>	<b>1,227,128</b>	<b>1,296,678</b>	<b>1,296.678</b>
<b>Verizon NY Inc. # 631900</b>	<b>99-SPF-3</b>	<b>77,384</b>	<b>76,648</b>	<b>76,648</b>

<b>Crown Castle Fiber LLC # 797400</b>	<b>99-SPF-6</b>	<b>4,134</b>	<b>3,982</b>	<b>3,982</b>
<b>Zayo Group LLC # 739500</b>	<b>99-SPF-7</b>	<b>3,149</b>	<b>2,813</b>	<b>2813</b>
<b>Teleport Communications # 744790</b>	<b>99-SPF-4</b>	<b>5,983</b>	<b>1,946</b>	<b>1946</b>
<b>Cablevision System Lightpath #725500</b>	<b>99-SPF-8</b>	<b>509</b>	<b>625</b>	<b>625</b>
<b>Level 3 Telecom NY # 701000</b>	<b>99-SPF-9</b>	<b>1,741</b>	<b>1,181</b>	<b>1,181</b>
<b>Cablevision System, LI Corp. # 923500</b>	<b>99-SPF-1</b>	<b>4,120</b>	<b>53,347</b>	<b>53,347</b>
<b>Total Special Franchise Assessment</b>		<b>1,366,449</b>	<b>1,492,347</b>	<b>1,492,347</b>

*Vilma I. Lancaster*  
**Vilma I. Lancaster**  
**Village Assessor**

**Incorporated Village of Freeport  
INTER-OFFICE MEMO**

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: June 4, 2025

RE: Remove Exemption from 2025/2026 Final Assessment Rolls

Permission is requested for the Assessor to remove from 2025/2026 Final Assessment Roll exemptions related to Senior and Veteran Owned Property.

The removal of assessed value exemptions is due to a transfer of title or the exempt class.

Where a partial exemption is removed and entered on an assessment roll for an ineligible parcel, it is an error in essential fact (RPTL §550(3) (e)). Errors in essential fact may be corrected by the Board in accordance with the provisions of RPTL §552.

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 095 / 937	410 W Merrick Rd	41800- Senior	2025 - 2,187	Property Sold 5/14/2025
62 / 103 / 245 Unit 320	725 Miller Ave	41131- Veteran Wartime Combat	2025 -484	Property Sold 5/23/2025

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2025/2026 corrected property tax bill.



Vilma I. Lancaster  
Village Assessor

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

**WHEREAS**, the Village Assessor periodically reviews the exemption status of properties in the Village of Freeport to ensure continuing eligibility under the criteria of particular exemptions; and

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2025/2026 Final Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 095 / 937	410 W Merrick Rd	41800- Senior	2025 – 2,187	Property Sold 5/14/2025
62 / 103 / 245 Unit 320	725 Miller Ave	41131- Veteran Wartime Combat	2025 - 484	Property Sold 5/23/2025

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2025/2026 Final Assessment Roll as listed above; and

**WHEREAS**, where a partial exemption is entered on an assessment roll for an ineligible parcel, it is an error in essential fact, which may be corrected by the Board in accordance with the provisions of the Real Property Tax Law; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2025/2026 Final Assessment Roll and that the Treasurer issue a corrected tax bill.

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:** June 10, 2025

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Request to Purchase Replacement Electric Department Vehicle  
2025 Chevy Equinox EV

---

I am requesting authorization to purchase one 2025 Chevy Equinox EV for the Electric Department. This vehicle will serve as a replacement for a 1995 Ford Explorer (Vehicle #229) that has major mechanical issues.

Bids were solicited through New York State Department of General Services Mini Bid 23155 #25-04-ELEC-740. For this bid, the Village received no response. However, we were able to obtain a competitively priced replacement vehicle from East Hills Chevrolet for the amount of \$32,314.43. The Village will be eligible for a \$7,500.00 "tax credit" from the IRS under the Commercial Clean Vehicle Credit IRC §45W.

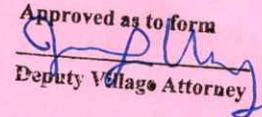
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board retroactively approve the purchase of the 2025 Chevy Equinox EV from East Hills Chevrolet, located at 42 East Sunrise Highway, Freeport, NY 11520 for the cost of \$32,314.43. Funding for this purchase will come from the Electric Department's Energy Efficiency Fund (E110000 WO #564; E155 121987 Class #217).



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 Electric Department is requesting Board approval to purchase one (1) 2025 Chevy Equinox EV for the Electric Department; and

**WHEREAS**, this vehicle will serve as a replacement for a 1995 Ford Explorer (Vehicle #229) that has major mechanical issues; and

**WHEREAS**, bids were solicited through New York State Department of General Services Mini Bid 23155 #25-04-ELEC-740; and

**WHEREAS**, for this bid, the Village received no response; and

**WHEREAS**, the Electric Department was able to obtain a competitively priced replacement vehicle, a 2025 Chevy Equinox EV, from East Hills Chevrolet, 42 East Sunrise Highway, Freeport, NY 11520, for the amount of \$32,314.43; and

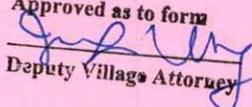
**WHEREAS**, the Village will be eligible for a \$7,500.00 "tax credit" from the IRS under the Commercial Clean Vehicle Credit IRC §45W; and

**WHEREAS**, funding for this purchase will come from the Electric Department's Energy Efficiency Fund (E110000 WO #564; E155 121987 Class #217); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees hereby approves the purchase of one (1) 2025 Chevy Equinox EV from East Hills Chevrolet, 42 East Sunrise Highway, Freeport, NY 11520, for the amount of \$32,314.43.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

VEHICLE PURCHASE AGREEMENT



42 East Sunrise Highway  
Freeport, NY 11520  
Phone: (516) 623-9600  
Fax: (516) 623-9730

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

BUYER Village of Freeport SALESPERSON Andrew  
STREET 46 N Ocean Ave RESIDENCE PHONE NO. 516 337 2238  
CITY Freeport STATE NY ZIP 11520 BUSINESS PHONE NO. 516 337 2235

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE:  
(READ OTHER SIDE)

THE VEHICLE

YEAR 25  NEW  USED  DEMONSTRATOR MAKE Chevy MODEL Equinox EV SERIES  
TYPE \_\_\_\_\_ COLOR Wh TRIM BK MILEAGE 39NTHDMRPLSS206456  
ESTIMATED DEL. DATE \_\_\_\_\_ IF THE NEW MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTIMATED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER. STOCK NO. (IF RESERVED) \_\_\_\_\_

PLACE OF DELIVERY:

VEHICLE PRICE (+)	<u>LEND @ freeportelectric.com</u>
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) (+)	
FACTORY INSTALLED EQUIPMENT (+)	
<u>Village of Freeport will apply for Federal Clean Air Tax Credit</u>	

**SPECIAL FACTORY ORDERS CANNOT BE CANCELLED  
FINAL PRICE INCLUDES ALL REBATES AND INCENTIVES**

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY  
THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

PRIOR USE CERTIFICATION (REQUIRED BY VEHICLE AND TRAFFIC LAW 417a IF THE PRINCIPAL USE OF THE VEHICLE WAS AS A POLICE VEHICLE, TAXI-CAB, DRIVER EDUCATION VEHICLE, OR RENTAL VEHICLE.) THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS AS A POLICE VEHICLE  TAXI-CAB  DRIVER EDUCATION VEHICLE  RENTAL VEHICLE

IS THE TRADE-IN VEHICLE A BRANDED VEHICLE (A BRANDED VEHICLE IS ONE THAT STATES ON THE CERTIFICATE OF TITLE ONE OF THE FOLLOWING BRANDS: RECONSTRUCTED, NON-USA-STD, EXCEEDS MECHANICAL LIMITS, NOT ACTUAL MILEAGE OR WARRANTY NON-CONFORMITY RENTAL VEHICLE ETC.), SUCH BRANDS AFFECT THE TRADE-IN VALUE.

DEALER INSTALLED EQUIPMENT AND SERVICES (+)	
FINAL SETTLEMENT MUST BE MADE IN CASH OR CERTIFIED CHECK	TOTAL <u>37290</u>

YES  NO CUST. INITIALS X

THE TRADE-IN  
YEAR \_\_\_\_\_ MILEAGE \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ COLOR \_\_\_\_\_  
PLATE NO. \_\_\_\_\_ EXPI. DATE \_\_\_\_\_ VIN \_\_\_\_\_  
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT: Trade AMOUNT OWED \$ \_\_\_\_\_

LESS TRADE-IN CREDIT (-) (BUYER SEE 1 AND 6(b) ON BACK)	
CASH PRICE	<u>37290</u>

ALL IN-STOCK VEHICLES MUST BE DELIVERED WITHIN 24 HOURS OF PURCHASE.

\* HANDLING FEE  
Includes travel expenses to and from regular facilities, as well as additional negotiated profit (if any) to the seller.  
\*\* FILING FEE  
Includes administrative costs to process all documents, including lease, and finance documents, as well as additional negotiated profit (if any) to the seller.  
\*\*\* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$175.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE.  
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

TAXES AND OTHER FEES

SALES TAX	<u>TAX EXEMPT</u>
DEALERS OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE)	<u>N/A 175.00</u>
REBATE	<u>1500/1500/2000 NYS (5000)</u>
REGISTRATION FEE (ESTIMATE)	<u>NYS Verif. 193</u>
INSPECTION FEE (+)	<u>10</u>
NYS REQUIRED TIRE RECYCLING FEE (\$2.50 per tire) (+)	<u>12 50</u>
TOTAL CASH PRICE DELIVERED	\$ _____
LESS CASH DEPOSIT SUBMITTED WITH ORDER (-)	
PLUS BALANCE OWING ON TRADE-IN (+)	
CASH DUE ON DELIVERY	<u>3234.43</u>

I have read the terms on the back of this agreement and have received a completed copy of this agreement.

BUYER'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_  
CO-BUYER'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_  
SELLER APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.  
CUSTOMER'S INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_

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

To: Mayor Robert T. Kennedy  
From: Howard E. Colton, Village Attorney  
Date: June 12, 2025  
Re: Contract of Sale – 122 Sportsmans Avenue, Freeport, NY 11520

---

Permission is being requested to enter in to a contract with Graci Realty Management LLC, 71 Old Pond Road, Great Neck, NY 11023, has agreed to purchase the premises "as is" for the amount of One Hundred and Eighty Thousand Dollars (\$180,000.00) in a cash transaction.

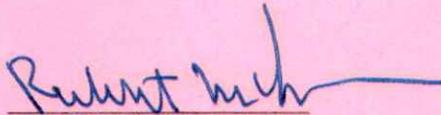
The property will be used for single family home in accordance with the zoning of Sportsmans Avenue.

If the Board wishes to sell the premises, the property must first be declared surplus, and then the sale can be authorized, provided the sale is for "just and fair," compensation.

The premise is currently unimproved and vacant and is not being utilized for municipal purposes. As such, the Village may declare the property surplus and sell or otherwise dispose of the property.

The Village will be represented in the closing by the Village Attorney's Office.

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 Attorney is requesting Board approval for the Village to enter into a Contract of Sale with Graci Realty Management LLC, 71 Old Pond Road, Great Neck, NY 11023; and

**WHEREAS**, Graci Realty has agreed to purchase the premises, 122 Sportsmans Avenue, Freeport, NY 11520, "as is" for the amount of One Hundred and Eighty Thousand Dollars (\$180,000.00) in a cash transaction; and

**WHEREAS**, the property will be used for a single-family home in accordance with the zoning of 122 Sportsmans Avenue; and

**WHEREAS**, if the Board wishes to sell the premises, the property must first be declared surplus, and then the sale can be authorized, provided the sale is for "just and fair," compensation; and

**WHEREAS**, the premise is currently unimproved, vacant, and not being utilized for municipal purposes; and

**WHEREAS**, as such, the Village may declare the property surplus and sell or otherwise dispose of the property; and

**WHEREAS**, the Village will be represented in the closing by the Village Attorney's Office; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor be and hereby is authorized to enter into a Contract of Sale with Graci Realty Management LLC, 71 Old Pond Road, Great Neck, NY 11023, for the premises, 122 Sportsmans Avenue, Freeport, NY 11520, "as is" for the sale amount of One Hundred and Eighty Thousand Dollars (\$180,000.00) in a cash transaction.

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  
Village Attorney  
6/12/2025

**CONTRACT OF SALE**

THIS AGREEMENT, made the \_\_\_\_ day of June, in the year 2025 between THE INCORPORATED VILLAGE OF FREEPORT, a municipal corporation with its principal office located on 46 North Ocean Avenue, Freeport, New York, 11520, hereinafter described as the “Seller”, and GAVI REALTY MANAGEMENT LLC, 71 Old Pond Road Great Neck, NY 11023, hereinafter described as the “Purchaser”,

Seller and Purchaser hereby covenant and agree as follows:

**Schedule A  
DESCRIPTION OF PREMISES**

The premises is composed of property is designated in the Nassau County Land & Tax Maps as Section 62, Block 088, Lots 6.

Said premises is also known as 122 Sportsman’s Avenue, Freeport, New York.

**Schedule B  
PERMITTED EXCEPTIONS**

- 1. Zoning regulations and ordinances which are not violated by the existing structures or present use thereof and which do not render title uninsurable.
- 2. (a) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under ht Premises, provided that none of the rights imposes any monetary obligation on the owner of the Premises.
- (b) Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises.
- (c) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises.
- (d) Any state of facts that an accurate survey would disclose, provided that such facts do not render title unmarketable. For the purpose of this contract, none of the facts shown on the survey, if any, indentified below shall be deemed to render title unmarketable, and Purchasers shall accept title subject thereto:

**Schedule C  
TERMS**

**Section 1: Sale of Premises and Acceptable Title**

§1.01. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this contract:

- (a) The parcel of land more particularly described in Schedule A attached hereto (“Land”);
- (b) All rights, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway;
- (c) The appurtenances and all the estate and rights of Seller in and to the Land; and

§1.02. Seller shall convey and Purchaser shall accept fee simple title to the Premises.

**Section 2: Purchase Price, Acceptable Funds**

§2.01. The Purchase Price (“Purchase Price”) to be paid to Seller for the Premises is \$180,000.00.

§2.02. All monies payable under this contract, unless otherwise specified in this contract, shall be paid by:

- (a) Cash;
- (b) Certified checks of Purchaser or any person making a purchase money loan to Purchaser drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York or
- (c) Official bank checks drawn by any such banking institution, payable to the order of Seller.

**Section 3: The Closing**

§3.01. Except as otherwise provided in this contract, the closing of title pursuant to this contract (“Closing”) shall take place on July 1, 2025 at Noon in the Village Attorney’s Office.

**Section 4: Representations and Warranties**

Seller represents and warrants to Purchaser as follows:

§4.01. Unless otherwise provided in this contract, property is solely and independently owned by the Seller.

**Section 5: Acknowledgments of Purchaser**

Purchaser acknowledges that:

§5.01. Purchaser has inspected the Premises, is fully familiar with the physical condition and sate of repair thereof, and shall accept the Premises “as is” and in their present condition, subject to reasonable use, wear, tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any change in such condition by reason thereof subsequent to the date of this contract.

§5.02. Before entering into this contract, Purchaser has made such examination of the Premises, the operation, income and expenses thereof and all other matters affecting or relating to this transaction as Purchaser deemed necessary. In entering into this contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller which are not expressly set forth in this contract, whether or not any such representations, warranties or statements were made in writing or orally.

**Section 6: Destruction, Damage or Condemnation**

§6.01. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this contract.

**Section 7: Covenants of Seller**

Seller covenants that between the date of this contract and the Closing:

§7.01. Seller shall allow Purchaser or Purchaser’s representatives access to the Premises and other documents required to be delivered under this contract upon reasonable prior notice at reasonable

times.

### **Section 8: Violations**

§8.01. All notes or notices of violations of law or municipal ordinances orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the Seller and the premises shall be conveyed free of same, and this provision of this contract shall survive delivery of the deed hereunder. The Seller shall furnish the Purchaser with an authorization to make the necessary searches therefore.

### **Section 9: Seller's Closing Obligations**

At the Closing, Seller shall deliver the following to Purchaser:

§9.01. The deed shall be the usual Bargain and Sale deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the Purchaser the fee simple of the subject premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

§9.02. Since Seller is a municipal corporation and if required, a resolution of the Seller's Board of Trustees authorizing the sale and delivery of the deed and an executed certificate certifying as to the adoption of such resolution.

§9.03. Any other documents required by this contract to be delivered by Seller.

### **Section 10: Purchaser's Closing Obligations**

At the Closing, Purchaser shall:

§10.01. Deliver to Seller by cash, certified check or bank check the full purchase price of the Premises.

§10.02. Cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returns and checks in payment of such taxes to be delivered to the appropriate officers promptly after the Closing.

§10.03. Deliver any other documents required by this contract to be delivered by Purchaser.

### **Section 11: Miscellaneous Provisions**

§11.1. In the event that the Seller is unable to convey title in accordance with the terms of this contract, the sole liability of the Seller will be to refund to the Purchaser the amount of the purchase price paid and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the Purchaser, and upon such refund any payment being made this contract shall be considered canceled.

§11.2. The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of the Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this contract to survive the Closing.

§11.3. This contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this contract. Neither this contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such

instrument.

§11.4. This contract shall be governed by, and construed in accordance with, the laws of the State of New York.

§11.5. The captions in this contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

§11.6. This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

§11.7. This contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

§11.8. If the provisions of any schedule or rider to this contract are inconsistent with the provision of this contract the provisions of such schedule or rider shall prevail.

§11.9 Buyer shall obtain a title insurance from East Coast Abstract Inc. located at 100 Quentin Roosevelt Blvd Suite 501, Garden City, NY 11530

§11.10 The Seller as a Municipal Incorporation cannot pay transfer tax. Any transfer tax that will be required to be paid shall be paid by the Buyer.

§11.9. This agreement may not be changed or terminated orally.

**IN WITNESS WHEREOF**, this agreement has been duly executed by the parties hereto.

In the presence of:

Approved as to form  
Village Attorney  
6/12/2025

Robert T. Kennedy  
Mayor, Incorporated Village of Freeport

DocuSigned by:  
Joseph Owadegah, sole member  
Gavi Realty Management LLC

### Certificate Of Completion

Envelope Id: 20745C45-E447-49B5-A624-FEEB74FA80E5	Status: Completed
Subject: Complete with Docusign: revised contract of sale to 122 sportsman.doc	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Eugenia Montemarano
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	montemaranolaw@msn.com
	IP Address: 2600:4041:503d:

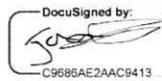
### Record Tracking

Status: Original	Holder: Eugenia Montemarano	Location: DocuSign
6/4/2025 6:17:24 AM	montemaranolaw@msn.com	

### Signer Events

Joseph Owadeyeh  
gavirealty@yahoo.com  
Security Level: Email, Account Authentication (None)

### Signature



Signature Adoption: Drawn on Device  
Using IP Address: 67.86.25.41  
Signed using mobile

### Timestamp

Sent: 6/4/2025 6:18:16 AM  
Viewed: 6/4/2025 6:26:25 AM  
Signed: 6/4/2025 6:28:11 AM

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2025 6:18:16 AM
Certified Delivered	Security Checked	6/4/2025 6:26:25 AM
Signing Complete	Security Checked	6/4/2025 6:28:11 AM
Completed	Security Checked	6/4/2025 6:28:11 AM
Payment Events	Status	Timestamps

**INCORPORATED VILLAGE OF FREEPORT**  
**Inter-Department Correspondence**  
**Village Attorney's Office**

TO: Robert T. Kennedy, Mayor  
FROM: Howard E. Colton, Village Attorney  
DATE: June 9, 2025  
RE: Subscription Service - CoStar

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The Village Attorney's office subscribes to CoStar, 1331 L Street, Washington D.C. 20005, a service which provides real estate data and tools which are helpful in defending against tax certiorari claims. This subscription has been in place since April 30, 2018.

The cost of this subscription has increased retroactive to June 1, 2025 to the amount of \$944.21 per month, an increase of \$44.10 per month.

The cost of this subscription will be paid from A193004 545500 and will be reimbursed from bond proceeds for tax certiorari settlements.

If this meets with your approval, please place on the next agenda.

  
Howard E. Colton  
Village Attorney

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

**WHEREAS**, the Village Attorney's office has subscribed to CoStar, 1331 L Street, Washington, D.C. 20005, which provides real estate data and tools which helps in the defense of tax certiorari claims, and has subscribed since April of 2018; and

**WHEREAS**, on June 17, 2024, the Board approved the subscription with CoStar, 1331 L Street, Washington, D.C. 20005, retroactive to June 1, 2024, to the amount of \$900.11 per month; and

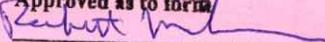
**WHEREAS**, the cost of this subscription has increased retroactive to June 1, 2025, to the amount of \$944.21 per month, an increase of \$44.10 per month; and

**WHEREAS**, the cost of this subscription will be paid from A193004 545500 and will be reimbursed from bond proceeds for tax certiorari settlements; and

**THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board hereby approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the subscription with CoStar, 1331 L Street, Washington, D.C. 20005, retroactive to June 1, 2025, to the amount of \$944.21 per month.

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

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

**TO:** Robert T. Kennedy, Mayor

**FROM:** Alvin McDaniel, Village Comptroller

**DATE:** June 9, 2025

**RE:** Renewal of Contract with Liberty Capital Services, LLC (Liberty) – Bonds



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Board approval is requested to renew retroactively the following contract (from March 1, 2025 through February 28, 2026) with no increase in fees between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530:

The total contract cost is not to exceed \$65,000 with no change in the hourly rates.

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

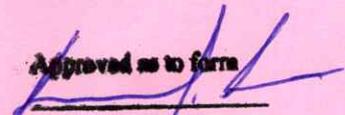
Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding. The cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services),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

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

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

Thank you.

Alvin McDaniel  
Village Comptroller

Approved as to form  
  
Village Attorney  
6/11/2025

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

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

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

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

**FEE SCHEDULE**

**DEBT ISSUANCE**

**Bonds - (other than Refunding Bonds)**

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

**Notes**

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

**CONTINUING DISCLOSURE**

Annual Filings	5,000
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**OTHER SERVICES**

\$140 per hour

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

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

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

The Clerk polled the Board as follows:

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

*Approved as to form*

**Village Attorney**

*6/11/2025*

**FINANCIAL ADVISORY SERVICES AGREEMENT**  
(the "Agreement")

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

**LIBERTY will provide the following services:**

**DEBT ISSUANCE SERVICES**

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

**CONTINUING DISCLOSURE SERVICES**

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

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

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

**LIBERTY will be compensated for the above services as follows:**

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

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

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

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

**Disclosure of Information:** (See also “EXHIBIT B” and “EXHIBIT C” , herein.)

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

**Covenant to Update Disclosure Information**

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

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

**Term of the Agreement**

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

**Other Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Amendments and Supplements:**

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

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

**LIBERTY CAPITAL SERVICES, LLC**

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

**INC. VILLAGE OF FREEPORT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form  
Village Attorney  
6/11/2025

**EXHIBIT A**

**FEE SCHEDULE**

**DEBT ISSUANCE**

**Bonds - (other than Refunding Bonds)**

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

**Notes**

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

**CONTINUING DISCLOSURE**

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

**OTHER SERVICES**

\$140 per hour

## **EXHIBIT B**

### **REQUIRED DISCLOSURES**

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

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

## EXHIBIT C

### DISCLOSURE OF CONFLICTS OF INTEREST ASSOCIATED WITH VARIOUS FORMS OF COMPENSATION

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

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

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

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

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

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

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

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

**TO:** Robert T. Kennedy, Mayor

**FROM:** Alvin McDaniel, Village Comptroller

**DATE:** June 9, 2025

**RE:** Renewal of Contract with Liberty Capital Services, LLC (Liberty) - Consulting



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Board approval is requested to retroactively renew the following contract (from March 1, 2025 through February 28, 2026) with no increase in the rate per hour between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530:

**Financial Consulting Services** – The bulk of the contract is to provide the Village assistance in developing the fiscal year 2027 General Fund budget. In addition, Liberty will assist the Village with other budget (e.g., Water budget) and financial related issues on an as-needed basis, as well as meet with management of the Village to perform any of the above referenced services.

The total contract cost is not to exceed \$57,500 (previously \$55,000) with no change in the hourly rate of \$140.00. Depending on the scope of service, funding is available in the following budget accounts:

- A131504 545700 – Comptroller – Non-employee Salaries
- E7820000 578100 – Electric – Management Services
- WE90104 554560 – Water – Expense

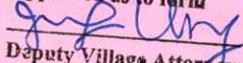
During and well before my tenure with the Village, Liberty and its principal, David Tanner, have worked closely with the various departments, the Treasurer's Office, the Comptroller's Office, and Village Counsel to develop sound operating budgets for the Village. Mr. Tanner has always been available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

2

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

Thank you,

Alvin McDaniel  
Village Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on October 18, 2010, the Board of Trustees awarded the bid for Financial Advisory Services to Liberty Capital Services, LLC and this contract has been renewed every year since; and

**WHEREAS**, Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 possesses certain unique skills, knowledge and expertise of a specialized nature in the fields of finance and bond market analysis; and

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

**WHEREAS**, the Village Comptroller recommends that the contract under the same terms and conditions of the prior year's contract be extended for an additional year retroactive from March 1, 2025 through February 28, 2026, with a not to exceed cost of \$57,500 (previously \$55,000) with no change in the hourly rate of \$140.00; and

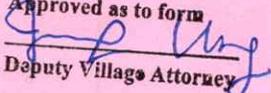
**WHEREAS**, depending on the scope of service, the costs will be charged to the following budget accounts:

- A131504 545700 – Comptroller – Non-employee Salaries
- E7820000 578100 – Electric – Management Services
- WE90104 554560 – Water – Expense

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Comptroller, the Board hereby approves and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Incorporated Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530, under the same terms and conditions as the previous year for a term of one year retroactive from March 1, 2025 through February 28, 2026, with a not to exceed cost of \$57,500 with no change in the hourly rate of \$140.00.

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

**FINANCIAL CONSULTING SERVICES AGREEMENT**  
(the "Agreement")

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

**LIBERTY will provide the following base services:**

Develop a final budget for the VILLAGE.

Assist the Village with budget and other financial issues.

Meet with the VILLAGE to perform the above services.

**LIBERTY will be compensated for the above services as follows:**

Fee - (Base Services): Not to exceed \$57,500 per year. Fee to be billed at a rate of \$140 per hour.

Reimbursable Expenses - Normal "out of pocket" expenses shall be paid. Common expenses include but are not limited to: overnight delivery, travel and printing.

Base Fee and Reimbursable Expenses shall be billed semimonthly. Invoices shall be paid within 30 days of receipt of our invoice.

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

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

**Covenant to Update Disclosure Information**

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

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

**Term of the Agreement**

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

**Other Terms:**

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

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

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

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

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

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

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

**At the request of the VILLAGE, LIBERTY can provide the following additional services under a separate agreement:**

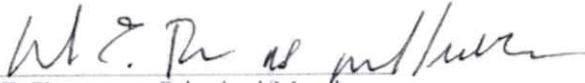
- Continuing disclosure undertakings
- Debt issuance services
- Capital planning
- Debt planning
- In-Depth rating agency presentations

**Amendments and Supplements:**

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

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

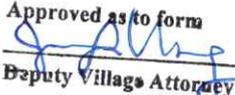
**LIBERTY CAPITAL SERVICES, LLC**

By:   
David E. Tanner, as Principal/Member

**INC. VILLAGE OF FREEPORT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form  
  
Deputy Village Attorney

## EXHIBIT A

### REQUIRED DISCLOSURES

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

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

## EXHIBIT B

### DISCLOSURE OF CONFLICTS OF INTEREST ASSOCIATED WITH VARIOUS FORMS OF COMPENSATION

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

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

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

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

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

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payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

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

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING     June 15, 2025**

**COMMENTS PERMITTED ON AGENDA ITEMS**