

AGENDA

BOARD OF TRUSTEES' MEETING

June 30, 2025

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from June 16, 2025.
- b) Request approval to hang a banner promoting the "Freeport Offshore Gran Prix" offshore boat race, from July 1, 2025 through July 14, 2025, on S. Main Street between Raynor Street and Archer Street.
- c) Request approval to hang two banners promoting the Freeport Tuna Club August 9th "Fluke Tournament" from July 25, 2025 through August 10, 2025, on S. Main Street between Raynor Street and Archer Street.
- d) Request approval of a public assembly permit application submitted on behalf of OPA Racing LLC to hold an event from July 10, 2025 through July 13, 2025 at Cow Meadow Park for the July 13, 2025 off shore boat races, pending the submission of the proper funds.
- e) Request approval of the parade and public assembly permit application submitted on behalf of OPA Racing LLC to hold a parade on July 12, 2025, from 5:00 P.M. to 9:30 P.M., beginning at Cow Meadow Park, proceed north on S. Main, west on Atlantic Avenue, south on Guy Lombardo Avenue, west on Front Street, south on Woodcleft Avenue, west on Richmond Road, ending at Seabreeze Park, pending the submission proper police department fees, and park fees.
- f) Request approval of a block party permit application for Saturday, July 19, 2025 (rain date: July 26, 2025), from 2:00 P.M. to 8:00 P.M., on Davis Street from King Street to the dead end.
- g) Request approval of a block party permit application for Saturday, July 19, 2025 (rain date: August 9, 2025), from 2:00 P.M. to 8:00 P.M., on Norton Street between Guy Lombardo Avenue and Hudson Avenue.
- h) Request approval of a public assembly permit application submitted on behalf of Iglesia Principe de Paz, for August 8th and 9th, from 2:00 P.M. to 8:00 P.M., and August 10th from 12:00 P.M. to 7:00 P.M., in municipal lot #12.
- i) Request approval of a block party permit application for Saturday, August 2, 2025 (rain date: August 16, 2025) from 4:00 P.M. to 10:00 P.M., on Lexington Avenue between Madison Avenue and Park Avenue.
- j) Request approval of the parade and public assembly permit application submitted on behalf of the 9/11 Neighborhood Memorial to hold a ceremony from 7:00 P.M. to 8:00 P.M., at the Bayview Avenue Traffic Circle.

2. ASSESSOR – Vilma I. Lancaster

- a) Notification of the State of New York Department of Taxation and Finance Office of Real Property Tax Services Telecommunications Ceiling Final Notice, with no changes to the 2025/2026 Final Assessment Roll.
- b) Request authorization to remove exemptions from the 2024/2025 and 2025/2026 Final Assessment Roll for various properties due to a transfer of title from a member of an exempt class to a nonexempt class and for the Village Treasurer to issue corrected 2025/2026 property tax bills.
- c) Request to correct the previously approved negotiated settlement for the 2016/2017 through 2025/2026 Final Assessment Rolls for Section 55, Block 264, Lot 60 a/k/a 3-25 North Main Street and for the Village Treasurer to issue a refund in the amount of \$22,659.58 to Cronin & Cronin Law Firm, PLLC.

3. ELECTRIC DEPARTMENT – Eric Rosmarin

- a) Request approval of eight (8) fuel tank rentals and associated services provided by United Rentals Fluid Solutions, 25 & 45 Brook Avenue, Deer Park, New York 11729, for the DEC fuel tank inspection, in the amount of \$43,720.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Gilbert Rosario, Emergency Co. #9.
- b) Request authorization to use a village vehicle for transporting JUMBO, on August 23, 2025, to the Antique Muster at the Nassau County Firefighter’s Museum in Uniondale.

5. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for the “Guy Lombardo Marina Bulkhead Reconstruction Project” in the Freeport Herald on July 3, 2025, with a return date of July 22, 2025.

6. RECREATION CENTER – Elizabeth Comerford

- a) Request approval of the personal services agreement with Lee Schreiber, for sports classes during the summer camp program, from June 30, 2025 through February 28, 2026, not to exceed \$3,000.

7. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval of a professional services contract with Bottom Line d/b/a Legal Share Holdings, LLC, 8125 Sedgwick Way, Memphis, Tennessee 38125, for review services of legal bills, for a period of thirty-six months.
- b) Request approval to declare the property known as and by Section 54, Block 073, Lot 126 and part of Section 54, Block 073, Lot 50, a/k/a 220 W. Sunrise Highway (excluding the Administration Building and Hose Co. #4) as surplus and enter into an

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

“as is” contract of sale between the Village of Freeport and Blueprint Community Development LLC, in the amount of \$7,300,000.

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

At the conclusion of the Agenda, the Mayor and Board will entertain questions and comments on non-Agenda items from the general public.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

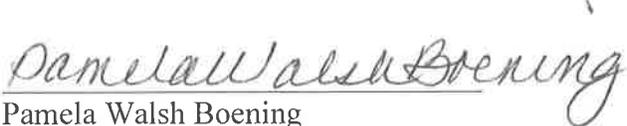
DATE: June 23, 2025

RE: Banner Request
Applicant: OPA Racing LLC
Dates: July 1, 2025 through July 14, 2025
Location: S. Main Street between Raynor Street and Archer Street

Attached please find an application submitted on behalf of OPA Racing LLC requesting permission to hang one banner promoting the "Freeport Offshore Grand Prix", on S. Main Street between Raynor Street and Archer Street. It is further requested that the Electric Department assist in hanging the banner upon delivery to the Electric Department and remove the banner on June 9, 2025.

Payment in the amount of \$95 was received.

The applicant will drop off the banner to the Electric Department as soon as possible.


Pamela Walsh Boening
Village Clerk
Attachments



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

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

RETURN TO VILLAGE CLERKS OFFICE

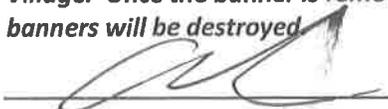
APPROVED Electric Dept Approval for location & duration: <u>6/19/2025</u> BOT Approval Date: _____

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

1. Applicant Name: OPA Racing LLC
2. Address: 799 Route 70 Brick NJ 08723
3. Phone Number: Nick Smith 609-891-7688
4. Name of Event: Freeport Offshore Grand Prix
5. Location of Banner(s): South Main Street between Raynor & Archer
6. Begin Date: July 1 2025 Removal Date: July 14 2025

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

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


Applicant signature

VILLAGE OF FREEPORT, NY
CLERK'S OFFICE

2025 JUN 17 11 P 3:13

RECEIVED 1



FREEPORT OFFSHORE GRAND PRIX

JULY 11-13, 2025

COW MEADOW PARK

OPARACING.ORG

@FREEPORTGRANDPRIX

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: June 19, 2025

To: Pamela Walsh Boening, Village Clerk

From: William Leuck, Assistant Superintendent of Distribution

Re: Banner Request

Applicant:	OPA Racing LLC
Dates:	July 1 st , 2025 through July 14 th , 2025
Location:	S. Main Street between Raynor St and Archer St

In regards to the hanging of a Banner Application submitted by OPA Racing LLC requesting permission to hang a banner promoting "Freeport Offshore Grand Prix", from July 1 2025 through July 14 2025 on South Main St (Between Raynor St and Archer St) The Electric Department grants permission for the hanging of these banners and will assist in the hanging and removal of the same.

William Leuck



Assistant Superintendent of Distribution

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

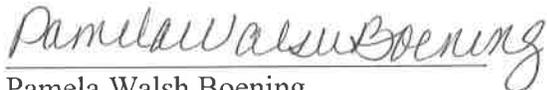
DATE: June 23, 2025

RE: Banner Request
Applicant: Freeport Tuna Club
Dates: July 25, 2025 through August 10, 2025
Location: S. Main Street between Raynor Street and Archer Street

Attached please find an application from the Freeport Tuna Club requesting permission to hang two (2) banners promoting a "Fluke Tournament", from July 25, 2025 through August 10, 2025. The first location is at S. Main Street between Raynor Street and Archer Street and the second banner location is at Guy Lombardo Avenue, south of Front Street. It is further requested that the Electric Department assist in hanging and removing the banners.

Payment in the amount of \$190 was received for the two banners.

The applicant will drop off the banners to the Electric Department prior to July 25, 2025.



Pamela Walsh Boening
Village Clerk
Attachments



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

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

RETURN TO VILLAGE CLERKS OFFICE

RECEIVED
2025 JUN 16 12 4:28
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

APPROVED
Electric Dept Approval for locatlon & duration: <u>6/19/2025</u>
BOT Approval Date: _____

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

1. Applicant Name: Freeport TUNA CLUB
2. Address: 275 HUDSON AVE Freeport N.Y. 11520
3. Phone Number: 516-765-1555
4. Name of Event: Freeport TUNA CLUB FLUKE SHOOTOUT 2025
5. Location of Banner(s): SOUTH MAIN STREET - GUY LOMBARDO AVE.
6. Begin Date: 7-26²⁵-2025 Removal Date: 8-10-2025

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

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

Applicant signature

**INC. VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

TO: Pamela Walsh Boening, Village Clerk

FROM: William Leuck Acting Assistant Superintendent of Electric Distribution

DATE: June 19, 2025

RE: Banner Request

Applicant:	Freeport Tuna Club
Dates:	July 25 2025 through August 10 2025
Locations:	South Main St. between Raynor St and Archer St Guy Lombardo Ave, South of Front St

In regards to the hanging of a Banner Application submitted by Freeport Tuna Club requesting permission to hang two banners promoting "Fluke Tournament ", from July 25 2025 through August 10 2025 on South Main St (Between Raynor St and Archer St) and Guy Lombardo (South of Front St). The Electric Department grants permission for the hanging of these banners and will assist in the hanging and removal of the same.



William Leuck

Acting Assistant Superintendent of Electric Distribution

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: June 26, 2025

RE: Carnival ~Festival ~Bazaar ~ Public Assembly Application

Applicant: Nick Smith

Organization: OPA Racing LLC

Dates & Time: July 10 12:00 P.M. to 10:00 P.M.

July 11 7:00 A.M. to 10:00 P.M.

July 12 7:00 A.M. to 10:00 P.M.

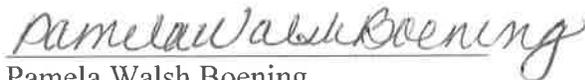
July 13 6:00 A.M. to 10:00 P.M.

Rain Date: None

Location: Cow Meadow Park and Albany Avenue Boat Ramp

Attached is the copy of a public assembly permit application, submitted by Nick Smith, on behalf of OPA Racing LLC., Route 70, Brick, New Jersey, to hold boat races on July 13, 2025. The set up date is July 10th, the boats arrive on July 11th and will be kept at Cow Meadow Park in the race pits area marked "A" on the schematic. The merchandise vendors ("D" on schematic) will be at Cow Meadow Park on July 12th and July 13th. On July 12th the boats will be launched at the Albany Avenue boat ramp for a race test and again on July 13th for the race. The smaller vessels will be launched by trailer, the larger boats will be placed in the water by crane. LFG Rigging LLC has been contracted by the applicant to haul the vessels in and out of the water. The boats will be brought back to Cow Meadow Park and stored for the evening. OPA will provide 24 hour security at the "race pit" ("A" on schematic).

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



Pamela Walsh Boening
Village Clerk

Attachments

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

Applicant:

Nick Smith 799 Route 70 Brick NJ 08723
Name Address Apt City State Zip
609-891-7688 316-459-3801 Alan Rahn
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

OPA Racing LLC 799 Route 70 Brick NJ 08723
Organization Name Address City State Zip
609-891-7688
Telephone #

Organization Representatives (Other than applicant):

1) Ed Smith 908-910-8025 President
Name Contact Phone# Position
2) Nick Smith 609-891-7688 Vice President
Name Contact Phone# Position
3) Allison Frenz 609-891-7688 VP Marketing
Name Contact Phone# Position

Carnival/Festival/Bazaar Operator / Contractor:

OPA Racing LLC Nick Smith 609-891-7688
Business Name Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: BOAT Race / Boat Show

Requested Carnival/Festival/Bazaar Location: Cow Meadow Park / Albany Ave Ramp

Set Up Day: Thursday Date: 07/10/2025 Set Up Start Time: 12:00 AM/PM

Dates of operation:

1st Day: Thursday Date: 07/10/2025 Start Time: 12:00 AM/PM End Time: 10:00 AM/PM
2nd Day: Friday Date: 07/12/2025 Start Time: 7:00 AM/PM End Time: 10:00 AM/PM
3rd Day: Saturday Date: 07/12/2025 Start Time: 7:00 AM/PM End Time: 10:00 AM/PM
4th Day: Sunday Date: 07/13/2025 Start Time: 6:00 AM/PM End Time: 10:00 AM/PM

Equipment Removal will be done by: Date: 07/14/2025 Time 12:00 AM/PM

Rain Date: NO YES Date: / / 20

* Albany Ave Ramp Site for Boat Launching

RECEIVED
2025 JUN 17 11 P
CLERK'S OFFICE
MAYOR'S OFFICE
MAYOR'S OFFICE

Boat's water
test
ALBANY
RAMP

970. 9010070 - 10000

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?

A Southern most portion used for race PITS
B North Parking lot for vehicle parking D- Vendor Booths
C Southern Parking

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

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

NONE

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

10 to 15 Vendors in Section D

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.

40-50

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

See diagram

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

NONE

G) What is the estimated number of customers you expect daily? 250

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

12 55gal drum Trash receptacles, 4 3yard dumpsters
Site Cleanup to be done by OPA throughout the day
and once in AM before opening and once at closing
6 porta Jons in Pits & Vendor Area

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.

OPA members on site at all times to provide security at least (4). Please patrol area with Village PD

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.

N/A

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

restrooms

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

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

N/A

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


Signature

Sworn to before me this
17th day of June, 20 25


NOTARY PUBLIC

MARGARET LOMONACO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LO6143735
Qualified in Nassau County
My Commission Expires 04-17-2026

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



OPA Racing LLC

799 Route 70

Brick NJ, 08723

609-891-7688

opa@oparacing.org

OPA RACING LLC agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for 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 **Albany Avenue Boat Ramp/Industrial Park Albany Avenue Freeport NY 11520** in Freeport by OPA RACING LLC, whether or not such injury to persons or damage to property are due or claim to be due to any negligence of OPA RACING LLC their employees or agents.

Sign:  _____
(Name of representative and company name)

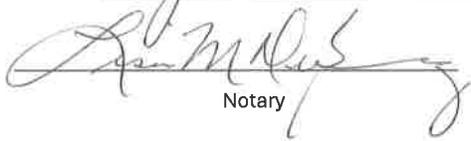
Date: 06/27/2025

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

 _____
Signature of Applicant

Sworn to before me this 27

day of June 2025


Notary

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



OPA Racing LLC
799 Route 70
Brick NJ, 08723
609-891-7688
opa@oparacing.org

Insurance Requirement Notice

OPA RACING, LLC, agrees to defend and indemnify and save harmless the Inc. Village of Freeport. its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for 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 (COW MEADOW PARK AND SEA BREEZE PARK) in Freeport, by OPA RACING, LLC. Whether or not such injury to persons or damage to property are due or claim to be due to any negligence OPA RACING, LLC, of OPA RACING, LLC, their employees or agents.

Sign:  OPA RACING, LLC.

Date: 06/17/2025

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



Notary
June 17, 2025

MARGARET LOMONACO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LO6143735
Qualified in Nassau County
My Commission Expires 04-17-2026



OPA Racing LLC

799 Route 70
Brick NJ, 08723
609-891-7688
opa@oparacing.org

Nick Smith

President - OPA Racing
609-891-7688
nick@oparacing.org

Date: June 24, 2025

To:

The Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

Subject: Guarantee of No Interruption During Scheduled "Movie Night" Event at Cow Meadow Park

To Whom It May Concern,

This letter serves as a formal guarantee that there will be no interruptions or interference from our organization with the Village of Freeport's scheduled **"Movie Night" event at Cow Meadow Park** on the date of July 11th, 2025, during the hours of **8:00 PM to 10:30 PM**.

We understand the importance of this community event and are fully committed to maintaining a quiet and respectful environment during the duration of the program. Our operations and activities will be managed accordingly to ensure that the event proceeds without disruption.

Please do not hesitate to contact me directly should you have any further questions or require additional assurances.

Thank you for your continued cooperation.

Sincerely,

Nick Smith

President
OPA Racing
609-891-7688
nick@oparacing.org



Thursday - Monday
July 10th-14th, 2025

- Beginning Thursday night the pits will need to be closed to the public.
- Vendor booths will only carry items approved by the village of Freeport.
- Race pits will be left the way we found it. OPA Racing assumes all liability for damage and personal injury.
- The entrance will be blocked off by baracades with crowd safety in mind.
- All local ordinances will be complied with.
- OPA will provide 24 hr security of the race pits. While race teams are present.



Saturday (Testing) - Sunday (Race Day)

LFG Rigging LLC supplying crane & insurance

Hours of Operation - Saturday 12pm-3pm | Sunday 10am-5pm





Hours of Operation

Saturday
12pm-3pm

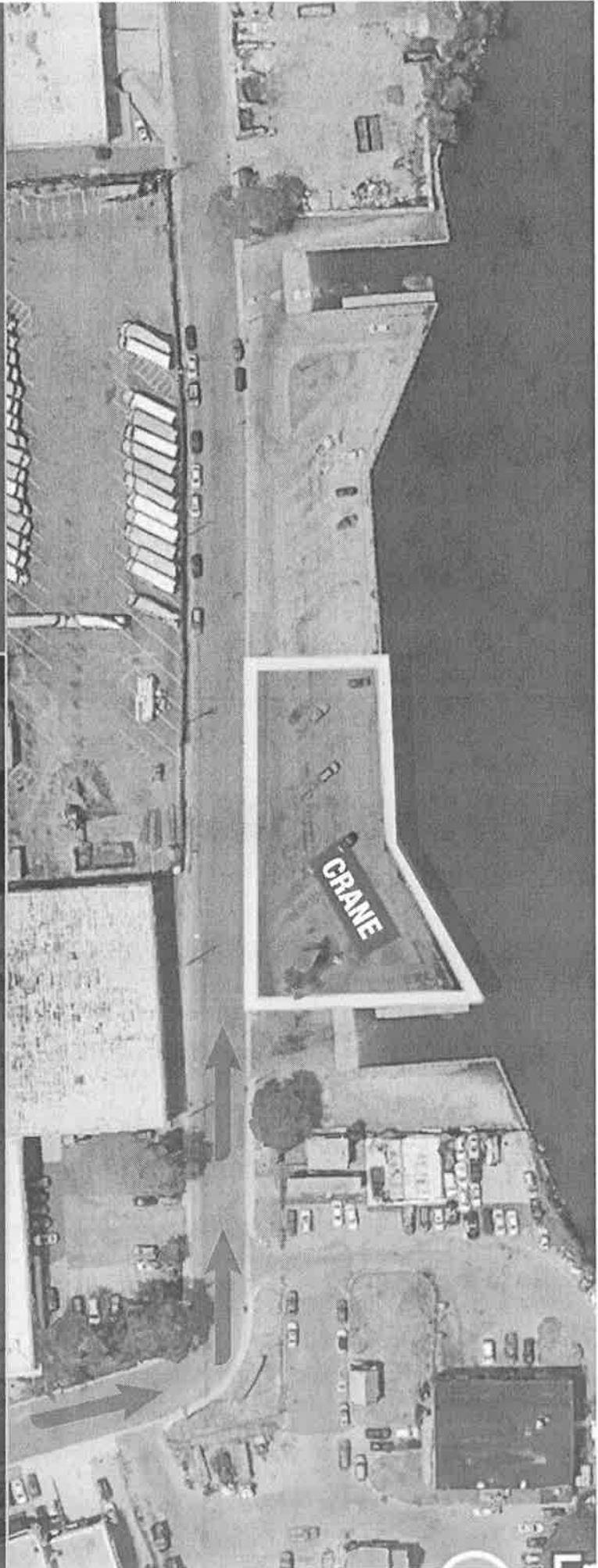
Sunday
10am-5pm

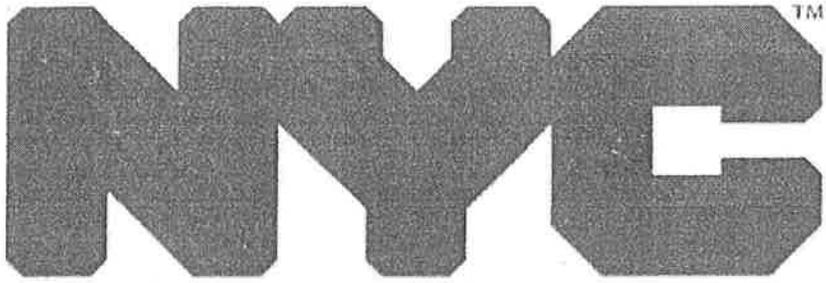
Barrier - In place 6/11-6/14

Hot Pits - OPA Officials Only

Crane - 30' from bulkheads

Restricted docking area





1436



Buildings

CRANES & DERRICKS

Certificate of Operation

CD Number: CD00005185

Issued: 01/21/2025

Expires: 01/22/2026

Serial Number: 227057

Owner Information: LOUIS GIANCONTIERI
94 COCOANUT STREET
BRENTWOOD NY 11717

CD Fee Expires: 01/22/2026

Crane Type: Mobile Crane

Manufacturer: GROVE US LLC

Manufactured Date: 01/2007

Model: TMS750E

Emergency Telephone Day or Night: 311

Assistant Commissioner:

Commissioner of Buildings:

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.

50-Ton Crane Footprint Overview

Purpose:

This document outlines the typical setup footprint for a 50-ton mobile crane, including space requirements, outrigger deployment, and ground protection.

CRANE SPECIFICATIONS

- **Type:** Hydraulic Truck Crane
 - **Capacity:** 50 tons (100,000 lbs)
 - **Typical Dimensions (Travel Mode):**
 - **Length:** ~40 ft
 - **Width:** ~8.5 ft
 - **Height:** ~11 ft
 - **Operating Weight:** ~75,000–90,000 lbs depending on model and counterweights
-

OPERATING FOOTPRINT

1. Outrigger (Stabilizer Arm) Deployment:

- **Total Width (Fully Extended):** ~22 to 24 ft
- **Total Length with Boom Slew Radius:** ~25 to 30 ft minimum working area
- Outriggers extend from all four corners to provide stability during lifting.
- Deployment forms a rectangular or square footprint depending on the lift plan.

2. Ground Bearing Requirements:

- **Outrigger Load Pressure:** Can exceed **50,000 lbs** per outrigger
 - **Support Pads or Steel Plates:**
 - Typically **3 ft x 3 ft** steel or timber pads under each outrigger
 - **Minimum pad thickness:** 3–4 inches
 - Pads distribute load to prevent damage to pavement, turf, or subgrade
 - **Additional cribbing** may be required for soft or uneven surfaces
-

MINIMUM SETUP AREA REQUIREMENTS

Component	Size / Clearance Needed
Outrigger Footprint	~24 ft x 24 ft

Working Radius	Up to 100 ft (based on lift)
Clearance Height	Varies, boom extends vertically
Overhead Clearance	Watch for power lines, tree limbs

OPA Operation

During all hours of operation, OPA officials will be in charge of coordination for teams traversing to and from the race pit and crane. The OPA officials will also be maintaining a safe perimeter for fans and spectators. The only permitted personnel within the safety zone of the crane, are paid OPA members and race teams.

**Freeport Police Department
Parade and Public Assemblies Permit**

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of OPA Racing LLC. 799 Route 70

Organization Name	Address		
<u>Brick</u>	<u>New Jersey</u>	<u>08723</u>	<u>609-891-7688</u>
City	State	Zip	Tel#

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: OPA RACING LLC BOAT RACE & SHOW
DATES: JULY 10TH, 11TH, 12TH, 13TH 2025

1. **Assembly:** The applicants will arrive and prepare setup on July 10th 2025 at approximately 12:00 p.m. Race Participants will start to arrive at Cow Meadow Park on July 11th and July 12th 2025 through out the day starting at 700 a.m. to 10:00 p.m.
2. **Vendors:** Merchandise Vendors selling products approved by the VOF will be authorized to set up on July 12th and 13th, 2025 until 10:00 p.m.
3. **Test Runs:** On July 12th the boats can be launched for testing between 8:00 a.m. and 7:00 p.m..
4. **Boat Race:** On July 13th the official Boat Race will be held with set up time starting at 600 a.m. to 10:00 p.m. or sooner.
5. Participants in the boat race will be allowed to launch some boats from the Albany Ave. boat ramp.
6. The applicant is responsible for ensuring that any music played will not violate the Freeport Village Code.
7. All Village of Freeport codes and park restrictions will remain in effect.
8. The applicant and participants are not permitted to block any roadways. Barricades will be utilized to surround the event to protect and secure the crowd and equipment.
9. The applicant is responsible to provide security in the immediate vicinity of the race boats and activities in the park and shall report any criminality or suspicious conditions to the Freeport Police Dept..
10. The applicant is responsible for ensuring that the event will cease promptly at the designated times.
11. The applicant is responsible for the clean up of the vicinity after the event. Said clean up shall include but is not limited to removing any and all debris, rubbish and trash from the property. Porto Potty's shall be removed.

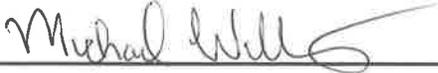
12. **Contacts:** Nick Smith, Tel # (609) 891-7688

13. **Other POI:** Alan Richartz, Partnership Coordinator (516) (516) 459-3801

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

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

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

Issued by: Assistant Chief	Michael G. Williams		June 20th 2025
Rank	Name	Signature	Date

CC to: Mayor Village Attorney Fire Chief

Public Works Postmaster Affected Public Transportation Utilities

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

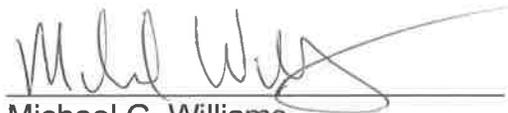
40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: 06/23/2025
RE: OPA Racing LLC at Cow Meadow Park to Sea Breeze Park
Date: Saturday July 10, 2025 through July 14th 2025

After reviewing the attached Parade and 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.

- 1. Assembly:** The applicants will arrive and prepare setup on July 10th 2025 at approximately 12:00 p.m. Race Participants will start to arrive at Cow Meadow Park on July 11th and July 12th 2025 throughout the day starting at 7:00 a.m. to 10:00 p.m.
- 2. Vendors:** Merchandise Vendors selling products approved by the VOF will be authorized to set up on July 12th and 13th, 2025 until 10:00 p.m.
- 3. Test Runs:** On July 12th the boats can be launched for testing between 8:00 a.m. and 7:00 p.m..
- 4. Boat Race:** On July 13th the official Boat Race will be held with set up time starting at 600 a.m. to 10:00 p.m. or sooner.
- 5. Departure** On July 14th 2025 the area shall be cleared of all remaining assets left as a result of the event and all debris and the removed from within the park

Thank you,



Michael G. Williams
Assistant Chief of Police

RECEIVED

2025 JUN 24 A 10:51

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: June 18, 2025

RE: Parade and Public Assembly Permit Application

Applicant:	Nick Smith – OPA Racing LLC
Date:	Thursday, July 10, 2025
Time:	12:00 pm – 10:00 pm
Date:	Friday, July 11 and Saturday, July 12, 2025
Time:	7:00 am – 10:00 pm
Date:	Sunday, July 13, 2025
Time:	6:00 am – 10:00 pm
Rain Date:	None
Setup Time:	Thursday, July 10th at 12:00 pm
Location:	Cow Meadow Park and Albany Avenue Boat Ramp

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Nick Smith on behalf of OPA Racing LLC to hold boat races. I am conditionally approving this permit **pending the submission of a rigging plan for the hauling of boats at the Albany Avenue Boat Ramp**, with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Robert Fisenne
Sent: Wednesday, June 25, 2025 2:44 PM
To: Pamela Boening
Subject: FW: (External E-mail)Re: (External E-mail)Freeport Grabd Prix Crane schematic
Attachments: 1000083819.jpg; Crane Specs 2.pdf

I'm ok with this

Please feel free to call me if you have any questions

Robert R. Fisenne, P.E | Superintendent of Public Works
Tel: 516.377.2289 | Fax: 516.377.2383
rfisenne@freeportny.gov | www.freeportny.com

From: Alan Richartz <alan@entrustedcg.com>
Sent: Wednesday, June 25, 2025 1:51 PM
To: Pamela Boening <pboening@freeportny.gov>; Freeport Offshore Grand Prix <freeportoffshore@gmail.com>
Cc: Robert Fisenne <rfisenne@freeportny.gov>; Ben Terzulli <bterzulli@freeportny.gov>; opa@oparacing.org; Howard Colton <hcolton@freeportny.gov>
Subject: (External E-mail)Re: (External E-mail)Freeport Grabd Prix Crane schematic

Please see attached

[Get Outlook for Android](#)

From: Alan Richartz <alan@entrustedcg.com>
Sent: Wednesday, June 25, 2025 12:47:59 PM
To: Pamela Boening <pboening@freeportny.gov>; Freeport Offshore Grand Prix <freeportoffshore@gmail.com>
Cc: Robert Fisenne <rfisenne@freeportny.gov>; Ben Terzulli <bterzulli@freeportny.gov>; opa@oparacing.org <opa@oparacing.org>; Howard Colton <hcolton@freeportny.gov>
Subject: Re: (External E-mail)Freeport Grabd Prix Crane schematic

Good afternoon All,

Just got off call with OPA and Crane Company. They are drafting schematic per request I'll have it in a couple of hours and send it over.

thank you
Alan

[Get Outlook for Android](#)

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, June 25, 2025 10:35:01 AM
To: Freeport Offshore Grand Prix <freeportoffshore@gmail.com>
Cc: Robert Fisenne <rfisenne@freeportny.gov>; Ben Terzulli <bterzulli@freeportny.gov>; opa@oparacing.org

<opa@oparacing.org>; Alan Richartz <alan@entrustedcg.com>; Howard Colton <hcolton@freeportny.gov>

Subject: RE: (External E-mail)Freeport Grabd Prix Crane schematic

Conor,

As per our conversation with Rob Fisenne, we still need a schematic of the **location of the crane and the steel plates.**

The set up should be **at least 20' off the bulkhead.**

Also show where the barricades and the safety zone(s) will be located.

You will have the crane company contact Rob Fisenne. His cell number is 516-322-9383.

Pamela Walsh Boening

Village Clerk

46 N. Ocean Avenue

Freeport, NY 11520

516-377-2254



President, LIVCTA

From: Freeport Offshore Grand Prix <freeportoffshore@gmail.com>

Sent: Tuesday, June 24, 2025 2:48 PM

To: Pamela Boening <pboening@freeportny.gov>

Subject: (External E-mail)Freeport Grabd Prix Crane schematic

Good afternoon Pam,

Attached is the 50 ton crane schematic we will be using to launch boats in and out of the water.

Thanks,

Conor

516-504-8400

Disclaimer

Pamela Boening

From: Raymond Maguire
Sent: Tuesday, June 24, 2025 7:35 AM
To: Pamela Boening
Subject: Re: July 10, 11, 12, 13 Boat Races Public Assembly

I have reviewed the Carnival Festival Bazaar Permit application for July 10 - 13, 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 Cow Meadow Park. Further, they will also be using the Albany Ave Boat Ramp. 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.

We will contact the applicant, Nick Smith m, to go over plans they have on storing the boats.

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, June 18, 2025 10:39:12 AM
To: CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>; Eric Rosmarin <erosmarin@freeportelectric.com>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney

Pamela Boening

From: Christine Maguire
Sent: Wednesday, June 18, 2025 11:03 AM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: July 10, 11, 12, 13 Boat Races Public Assembly

Insurance is approved for the July 10, 11, 12, 13 Boat Races Public Assembly

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, June 18, 2025 10:39 AM
To: CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>; Eric Rosmarin <erosmarin@freeportelectric.com>
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>; Donna Barr <dbarr@freeportelectric.com>
Subject: July 10, 11, 12, 13 Boat Races Public Assembly

Please send recommendation.

Pamela Boening

From: Elizabeth Comerford
Sent: Wednesday, June 18, 2025 10:46 AM
To: Pamela Boening
Subject: RE: July 10, 11, 12, 13 Boat Races Public Assembly

I need payment of \$600 paid for the permits for the weekend where they are setting up the vendor booths. Also, I need it in writing that at the time of the movies (Friday, July 11th from 8pm-10:30pm) there will be no noise from trucks moving in and out, and the parking area C will be clear so patrons of the movies will have space to park.

Thank you,

Liz Comerford
Freeport Recreation Center
516-377-2311

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, June 18, 2025 10:39 AM
To: CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>; Eric Rosmarin <erosmarin@freeportelectric.com>
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>; Donna Barr <dbarr@freeportelectric.com>
Subject: July 10, 11, 12, 13 Boat Races Public Assembly

Please send recommendation.

Pamela Boening

From: Eric Rosmarin
Sent: Monday, June 23, 2025 9:33 AM
To: Pamela Boening
Subject: RE: ADDITIONAL INFORMATION REQUIRED

Pam,

Based on the information provided Electric Department has no issue with the proposed event.

Thanks,

Eric R. Rosmarin
Superintendent of Electric Utilities
Inc. Village of Freeport | Freeport Electric
Direct: 516.377.2220 | Fax: 516.377.2359
Email: erosmarin@freeportelectric.com

Above email is for intended recipient only and may be confidential. If you are not the intended recipient, please advise the sender immediately. Unauthorized use or distribution is prohibited and may be unlawful. Please consider the environment before printing this email.

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, June 19, 2025 11:18 AM
To: opa@oparacing.org; alan@entrustedcg.com
Subject: ADDITIONAL INFORMATION REQUIRED
Importance: High

Good Morning,

I have started processing the application for the public assembly and the parade that were submitted for the OPA Racing event.

Additional information has been requested (more information might be requested at a later date).

1. The Rigging plan for hauling boats at the Albany Avenue Boat Ramp.
2. Fees for the parks – (Recreation Center).
3. A letter stating that during the times of the Friday night movie (July 11 from 8PM – 10:30 PM) there will be no noise from trucks moving in/out of the park.
4. Area C of your schematic will be clear for the patrons attending the movies will have space to park.

As information is requested from the departments, I will reach out to you to keep the process moving forward.

Please send all information to my attention.

Thank you,

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

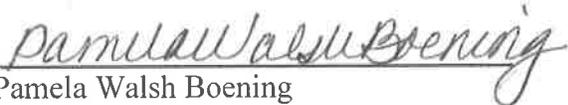
DATE: June 26, 2025

RE: Parade and Public Assembly
Applicant: Nick Smith
Organization: OPA Racing LLC
Date: July 12, 2025
Time: 5:00 P.M. to 9:30 P.M.
Assembly Time: 4:00 P.M.

Attached please is the parade and public assembly permit application, submitted by Nick Smith, on behalf of OPA Racing LLC., Route 70, Brick, New Jersey, to hold a boat parade on July 12, 2025, from 5:00 P.M. to 9:30 P.M. The parade will begin at Cow Meadow Park proceed north on S. Main Street, west on Atlantic Avenue, south on Guy Lombardo Avenue, west on Front Street, south on Woodcleft Avenue, west on Richmond Road ending at Seabreeze Park. The parade will consist of 25 trucks with boat trailers. The parade ends at Seabreeze Park where the boats will be on display and then brought back to Cow Meadow Park for holding until the July 13, 2025 boat race.

The fee for the police during the parade is \$4,005.00, which is outstanding.

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


Pamela Walsh Boening
Village Clerk
Attachments

Email: opa@oparacing.org

**FREEPORT POLICE DEPARTMENT
PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION**

Applicant:

Nick Smith 799 Route 70 Brick NJ 08723
Name Address Apt City State Zip
609-891-7688 516-459-3801
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

OPA Racing LLC 799 Route 70 Brick NJ 08723
Organization Name Address City State Zip
Telephone #

Organization Representatives (Other than applicant):

1) Ed Smith 908-910-8025 President
Name Contact Phone# Position
2) Nick Smith 609-891-7688 Vice President
Name Contact Phone# Position
3) Allison Frenz 609-891-7688 VP Marketing
Name Contact Phone# Position
4) Alan Richardtz 516-459-3801 Partnership Coordinator
Name Contact Phone# Position

Parade/Public Assembly:

Date Requested: 7-12-2025 Assembly Time: 4:00 AM PM
Starting Time: 5:00 AM PM Finish Time: 9:30 AM PM

Route/Public Assembly Location:

We want to assemble at Cow Meadow Park Location
The parade will start at Cow Meadow Park Location to
North South Main St to West on Atlantic Ave to
Direction/Location Direction/Location
South on Guy Lombardo to West on Front St to
Direction/Location Direction/Location
South on Woodcleft to West Richard to
Direction/Location Direction/Location
Sea Breeze Park to _____ to
Direction/Location Direction/Location

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

- a) All of the width will be occupied? NO
- b) Only a portion of the width will be occupied, consisting of 1 lanes.

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

N/A

Participants:

What is the approximate number of:

- a) Persons 250 b) Animals X c) Vehicles 25 d) Utility trailer float 25, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: Pickup Trucks
and Pickup Trucks pulling boats on Trailer

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

Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: NONE

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

Cow Meadow Park and Sea Breeze Park

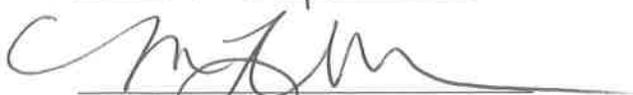
What is the estimated number of spectators or Public Assembly visitors? 250

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

MARGARET LOMONACO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LO6143735
Qualified in Nassau County
My Commission Expires 04-17-2026

Sworn to before me this
17th day of June, 20 25


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: (if required)

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

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

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

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

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

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

Sign: _____
(Name of representative and company name)

Date: _____

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

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

Affirmation of Understanding and Awareness:

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


Signature of Applicant

Sworn to before me this 17th

day of June 2025


Notary

MARGARET LOMONACO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LO6143735
Qualified in Nassau County
My Commission Expires 04-17-2026



OPA Racing LLC
799 Route 70
Brick NJ, 08723
609-891-7688
opa@oparacing.org

Insurance Requirement Notice

OPA RACING, LLC, agrees to defend and indemnify and save harmless the Inc. Village of Freeport. its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for 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 (COW MEADOW PARK AND SEA BREEZE PARK) in Freeport, by OPA RACING, LLC. Whether or not such injury to persons or damage to property are due or claim to be due to any negligence OPA RACING, LLC, of OPA RACING, LLC, their employees or agents.

Sign:  OPA RACING, LLC.

Date: 06/17/2025

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



Notary
June 17, 2025

MARGARET LOMONACO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LO6143735
Qualified in Nassau County
My Commission Expires 04-17-2026



OPA Racing LLC

799 Route 70

Brick NJ, 08723

609-891-7688

opa@oparacing.org

OPA RACING LLC agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for 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 **Albany Avenue Boat Ramp/Industrial Park Albany Avenue Freeport NY 11520** in Freeport by OPA RACING LLC, whether or not such injury to persons or damage to property are due or claim to be due to any negligence of OPA RACING LLC their employees or agents.

Sign: _____

(Name of representative and company name)

Date: _____

06/27/2025

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

Signature of Applicant

Sworn to before me this 27

day of June 2025

Notary

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2025

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

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

PRODUCER HAWK RACE CONSULTANTS, LTD. MOTOR SPORTS INSURANCE SPECIALIST 100 MERRICK ROAD, SUITE 525W ROCKVILLE CENTRE, NY 11570	CONTACT NAME: _____ PHONE: 516-766-3513 FAX: _____ E-MAIL: _____ ADDRESS: JANICE@HAWKRACE.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: MARKET AMERICAN INS. CO. NAIC #: _____ INSURER B: MARKET INS. CO. _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

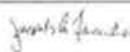
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

TYPE	TYPE OF INSURANCE	ADD. INSR. PROD. INC.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONTRACT <input checked="" type="checkbox"/> 100,000 E&O GEN. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC.	Y Y	MKM-0000550190401	12:01 AM 9-9-24	12:01 AM 9-9-25	EACH OCCURRENCE (DAMAGE TO RENTED PREMISES (See endorsement)) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-GRATED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		MKM-0000551090401	12:01 AM 9-9-24	12:01 AM 9-9-25	COMBINED SINGLE LIMIT (See endorsement) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> PRO. <input type="checkbox"/> EXTENSION \$		MKX-0000550190501	12:01 AM 9-9-24	12:01 AM 9-9-25	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYERS FOR WHOM THIS POLICY IS ISSUED (Mandatory in NY) If not, describe operation: _____ TYPE OF OPERATION: _____	<input checked="" type="checkbox"/> N/A				<input type="checkbox"/> BEN. <input type="checkbox"/> STATUTE <input type="checkbox"/> DIS. <input type="checkbox"/> OR <input type="checkbox"/> EA E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
B	PARTICIPANT ACCIDENT		MKC-0000550190601	12:01 AM 9-9-24	12:01 M 9-9-25	AD&D \$10,000 EXCESS MEDICAL \$20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if there is no space to describe)

REGATTA: FREEPORT OFFSHORE GRAND PRIX; EVENT DATE: 7-11-25 TO 7-14-25 (ONE DAY SETUP & TEARDOWN)
 CONDUCTING SANCTIONING BODY: OPA RACING LLC - DRY PITS, WET PITS, RACING & TESTING
 PLACE: ATLANTIC OCEAN, FREEPORT, NY

CERTIFICATE HOLDER IS ADDL. INSURED, AS RESPECTS TO OPERATIONS OF NAMED INSURED

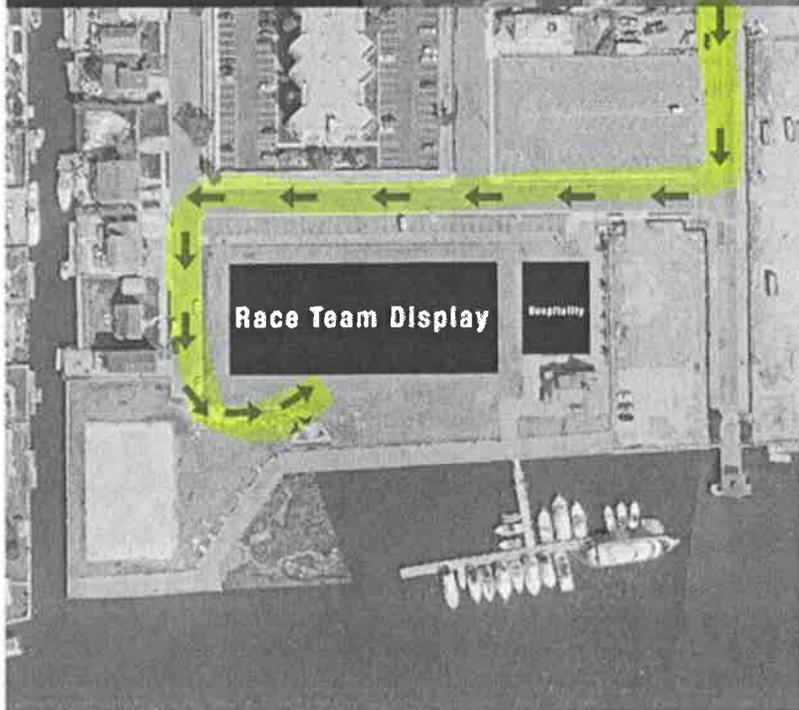
CERTIFICATE HOLDER VILLAGE OF FREEPORT 46 N. OCEAN AVE. FREEPORT, NY 11520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

FOGP Parade
July 12, 2025

- **Saturday**

- **6pm - 9pm**

- **Display**



Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of OPA Racing LLC. 799 Route 70

<u>Organization Name</u>	<u>Address</u>		
<u>Brick</u>	<u>New Jersey</u>	<u>08723</u>	<u>609-891-7688</u>
City	State	Zip	Tel#

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: OPA RACING LLC BOAT PARADE
DATE: JULY 12, 2025
ASSEMBLE: 4:00 P.M.
PARADE TIME: 5:00 P.M.

- 1. Route:** **4:00 p.m.** ~ the participants will begin to assemble/set up in Cow Meadow Park
5:00 p.m. ~ the parade will commence from Cow Meadow Park then travel northbound on South Main Street to Atlantic Ave., then westbound on Atlantic Ave. to Guy Lombardo Ave. then south on Guy Lombardo Ave. to Front Street then westbound on Front Street to Woodcleft Ave. thence southbound to Richmond Street and west to Seabreeze Park.

Upon arrival at Seabreeze Park the boats are permitted to be displayed on the grass at the park. However they must be dismounted from its tow vehicle. All tow vehicles can be parked in parking field # 32. No vehicles are allowed to park and remain on any of the grassy areas.

2. Contacts: Nick Smith, Tel # (609) 891-7688

3. Other: Alan Richartz, Partnership Coordinator (516) (516) 459-3801

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

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

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

<u>Issued by: Assistant Chief</u>	<u>Michael G. Williams</u>		<u>June 20th 2025</u>
Rank	Name	Signature	Date

CC to: Mayor Village Attorney Fire Chief

Public Works Postmaster Affected Public Transportation Utilities

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

**Michael Smith
Chief of Police**

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

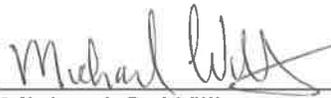
TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: 06/20/2025
RE: OPA Racing LLC Parade starting at Cow Meadow Park to Sea Breeze Park
Date: Saturday July 12, 2025 Parade Time: 5:00 p.m. to 9:30 p.m.

After review of the attached Parade and Public Assembly Permit Applications 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.

The following is the parade route: the participants will assemble starting at 1600 hrs in Cow Meadow Park, then travel northbound on South Main Street to Atlantic Ave., then westbound to Guy Lombardo Ave. then south onto Guy Lombardo Ave. to Front Street then westbound to Woodcleft Ave., thence southbound on Woodcleft Ave. to Richmond Street and westbound to Seabreeze Park.

I do anticipate a police overtime costs of approximately \$4005.00 incurred due to the parade.
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 23 A 11: 26

RECEIVED

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: June 18, 2025

RE: Parade and Public Assembly Permit Application

Applicant:	Nick Smith – OPA Racing LLC
Date:	Saturday, July 12, 2025
Time:	5:00 pm – 9:30 pm
Setup Time:	4:00 pm
Location:	Begin at Cow Meadow Park, proceed north on South Main Street, west on Atlantic Avenue, south on Guy Lombardo Avenue, west on Front Street, south on Woodcleft Avenue, west on Richmond Street ending at Seabreeze park

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Nick Smith on behalf of OPA Racing LLC to hold boat races. I am conditionally approving this permit with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Wednesday, June 18, 2025 6:08 PM
To: Pamela Boening
Subject: RE: 7.12.2025 Parade and Public Assembly

I have reviewed the Parade & Public Assembly Permit application for July 12, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as the applicant indicated they would be occupying only a portion of the street. Being that the parade traverses a fairly large and complex area, I take it that they will be coordinating with the Police Dept to secure the parade route.

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, June 18, 2025 3:46 PM
To: CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: RE: 7.12.2025 Parade and Public Assembly
Importance: High

Please note the parade will start at Cow Meadow Park and proceed NORTH on S. Main Street and west on Atlantic Avenue.

Pamela Walsh Boening

Pamela Boening

From: Christine Maguire
Sent: Wednesday, June 18, 2025 11:02 AM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 7.12.2025 Parade and Public Assembly

Hi Pam,

The insurance is approved for the 7/12/25 parade and public assembly OPA Racing LLC

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, June 18, 2025 10:42 AM
To: CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 7.12.2025 Parade and Public Assembly

Please send recommendation.

Pamela Boening

From: Elizabeth Comerford
Sent: Thursday, June 19, 2025 10:18 AM
To: Pamela Boening
Subject: RE: 7.12.2025 Parade and Public Assembly

Hi,

Boats can be permitted to be displayed on the grass, however all vehicles must park in parking field #32.

Thank you,

Liz Comerford
Freeport Recreation Center
516-377-2311

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, June 19, 2025 10:01 AM
To: Elizabeth Comerford <ecomerford@freeportny.gov>
Subject: FW: 7.12.2025 Parade and Public Assembly
Importance: High

Pamela Walsh Boening
Village Clerk

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



President, LIVCTA

From: Pamela Boening
Sent: Wednesday, June 18, 2025 3:51 PM
To: CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>



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

ROBERT T. KENNEDY
MAYOR

PAMELA WALSH BOENING
VILLAGE CLERK

June 20, 2025

Nick Smith
799 Route 70
Brick, New Jersey 08723

RE: July 12, 2025 Parade and Public Assembly Permit Application

Dear Mr. Smith,

The police department reviewed the application submitted on behalf of OPA Racing LLC for a parade and public assembly, tentatively scheduled for July 12, 2025, starting at Cow Meadow Park and ending at Seabreeze Park. The approximate cost of police presence for the parade is \$4,005.00. A check in the amount of \$4,005.00, payable to the Incorporated Village of Freeport, must be received two weeks prior to the event. Final approval of the parade permit is conditioned upon this matter being brought before the Mayor and the Board of Trustees.

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

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

Sincerely,

Pamela Walsh Boening
Village Clerk

cc: Police Department

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

TO: Mayor Robert T. Kennedy

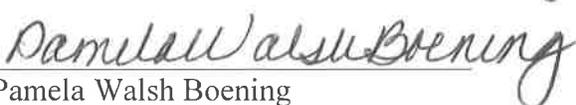
FROM: Pamela Walsh Boening, Village Clerk

DATE: June 24, 2025

RE: Block Party
Applicant: Ranieka Meyers
Date: July 19, 2025
Rain Date: July 26, 2025
Location: Davis Street from King Street to the dead end.
Time: 2:00 P.M. to 8:00 P.M.

Attached is a copy of a Block Party Permit Application submitted by Ranieka Meyers, to hold a block party on Saturday, July 19, 2025 (rain date: July 26, 2025), from 2:00 P.M. to 8:00 P.M. on Davis Street from King Street to the dead end. Approximately one hundred twenty-five (125) individuals will be attending the event.

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


Pamela Walsh Boening
Village Clerk
Attachments

FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT

BLOCK PARTIES ARE NOT PERMITTED ON THE 4TH OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4TH.

DATE OF APPLICATION: 3/19/25

DESCRIBE EVENT AND PURPOSE: Block party, BBQ, Games,

DATE OF EVENT: 7/19/25 RAIN DATE: 7/26/25

TIME: FROM 2pm TO 8pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: DAVIS ST. Between King and DAVIS STREET

NO. PARTICIPANTS EXPECTED: 95/25 NO. OF RESIDENCES ON BLOCK: 5 VERIFIED BY (pub)

NAME OF CONTACT/ORGANIZATION: Ranieka Meyers

ADDRESS: 75 DAVIS STREET TEL NO. 347-484-6341

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.

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1 Ranieka Meyers	75 DAVIS STREET	R Meyers
2 Sandra Harvey	81 DAVIS ST	S Harvey
3 Tony Watkins	80 DAVIS ST	T Watkins
Chalice mckenzie	39 King st	C mckenzie
4 Daria Powell	31 King Street	D Powell

friend + family
 FUN DAY

Dead end
 (pub)

2025 JUN 11 AM 11:14
 VILLAGE OF FREEPORT
 RECEIVED

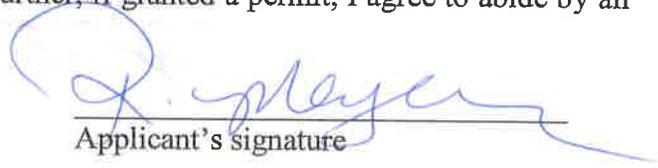
FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT

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.

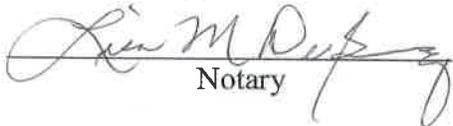
Affirmation of Understanding and Awareness:

I Ranicka Meyers acting as an authorized representative of Ranicka 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.


 Applicant's signature

Sworn to before me this 19

day of March 2025


 Notary

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

Add more signatures below if required:

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

RECEIVED
 2025 JUN 13 A 10:27
 CLERK'S OFFICE
 VILLAGE OF FREEPORT, NY

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of James Beauford Jr.

Applicant's Name

31 Norton Street

Address

Freeport

City

New York

State

11520

Zip

516 – 771-4191

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: Davis St. w/o King Street

Date: July 19, 2025

Rain Date: July 26 2025

Time: 2:00 P.M. to 8:00 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 8:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 8:00 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, i.e. cars, cannot be used to block the roadway.**
- 5. 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.**
- 6. Applicant: Ranieka Meyers # 347-484-6341**

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 maybe 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  06/17/2025
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: June 17, 2025

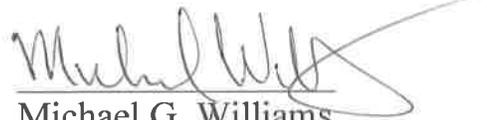
RE: Block Party- Davis St. w/o King Street

July 19, 2025 Time: 2:00 P.M. to 8:00 P.M.

Rain Date: July 26, 2025

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

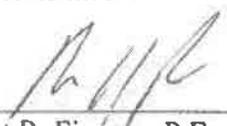
INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: June 16, 2025
RE: Block Party Application – Ranieka Meyers

RE: Block Party Permit Application
Applicant: Ranieka Meyers
Date: Saturday, July 19, 2025
Rain Date: Saturday, July 26, 2025
Location: Davis Street between King Street and dead end
Time: 2:00 P.M. – 8:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Ranieka Meyers. 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: Friday, June 13, 2025 5:48 PM
To: Pamela Boening
Subject: RE: 7.19.2025 Davis Street Block Party

I have reviewed the Block Party and Public Assembly application for July 19, 2025 (Rain Date: August 9, 2025)

I do not foresee any negative impact in the performance of our duties. However, they are intending on shutting down the street and the area is a dead end. 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, June 13, 2025 4:45 PM
To: CHF Michael J. Smith <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: 7.19.2025 Davis Street Block Party

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: June 24, 2025

RE: Block Party
Applicant: James Beauford
Date: July 19, 2025
Rain Date: August 9, 2025
Location: Norton Street between Guy Lombardo Ave. and Hudson Ave.
Time: 2:00 P.M. to 8:00 P.M.

Attached is a copy of a Block Party Permit Application submitted by James Beauford, to hold a block party on Saturday, July 19, 2025 (rain date: August 9, 2025), from 2:00 P.M. to 8:00 P.M. on Norton Street between Guy Lombardo Avenue and Hudson Avenue. Approximately fifty (50) individuals will be attending the event.

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


Pamela Walsh Boening
Village Clerk
Attachments

2

FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT

BLOCK PARTIES ARE NOT PERMITTED ON THE 4TH OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4TH.

DATE OF APPLICATION: 6/12/25

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: 7/19/25 RAIN DATE: 8/9/25

TIME: FROM 2pm TO 8pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: 31 Norton St. Between Guy Lombardo and Hudson

NO. PARTICIPANTS EXPECTED: 50 NO. OF RESIDENCES ON BLOCK: 36 VERIFIED BY pub

NAME OF CONTACT/ORGANIZATION: James Beauford Jr.

ADDRESS: 31 Norton St. TEL NO. (516) 777-4191

EMAIL: Jn2923@yahoo.com

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.

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1	<u>Ellen Wells</u>	<u>67 Norton</u>	<u>[Signature]</u>
2	<u>Maria Luisa Mir</u>	<u>77 Norton</u>	<u>[Signature]</u>
3	<u>Charita Whitaker</u>	<u>97 Norton St</u>	<u>[Signature]</u>
4	<u>Phyllis Doyle</u>	<u>92 NORTON ST.</u>	<u>Phyllis Doyle</u>
5	<u>Akira Rodriguez</u>	<u>82 Norton st.</u>	<u>[Signature]</u>
6	<u>Sharon Levy</u>	<u>72 Norton St.</u>	<u>Sharon Levy</u>

FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT

BLOCK PARTIES ARE NOT PERMITTED ON THE 4TH OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4TH.

DATE OF APPLICATION: _____

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: 7/19/25 RAIN DATE: 8/9/25

TIME: FROM 2pm TO 8pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: 31 Norton St. Between Guy Lombardo and Hudson

NO. PARTICIPANTS EXPECTED: _____ NO. OF RESIDENCES ON BLOCK: _____ VERIFIED BY _____

NAME OF CONTACT/ORGANIZATION: James Beauford Jr.

ADDRESS: 31 Norton St. TEL NO. (516) 771-4191

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.

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
16	<u>James Beauford Jr.</u>	<u>31 Norton Street</u>	<u>[Signature]</u>
17	<u>Mike Bernat</u>	<u>16 Norton St</u>	<u>[Signature]</u>
18	<u>JAMES STRAHER</u>	<u>91 NORTON ST</u>	<u>[Signature]</u>
19	<u>Daria Hamilton</u>	<u>68 Norton Street</u>	<u>[Signature]</u>
20	<u>JONAS MINGOT</u>	<u>73 NORTON STREET</u>	<u>[Signature]</u>
21	<u>a Galy</u>	<u>46 Norton St.</u>	<u>[Signature]</u>
22	<u>Leona + ADA Itinas</u>	<u>27 Norton St</u>	<u>[Signature]</u>
23	<u>Dorsett Reed</u>	<u>40 Norton Street</u>	<u>[Signature]</u>

10

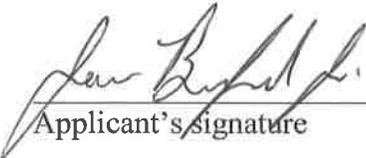
FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT

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.

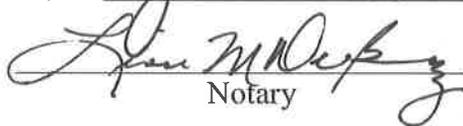
Affirmation of Understanding and Awareness:

I James Beauford Jr. acting as an authorized representative of Norton St. 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.


 Applicant's signature

Sworn to before me this 12

day of June 2025

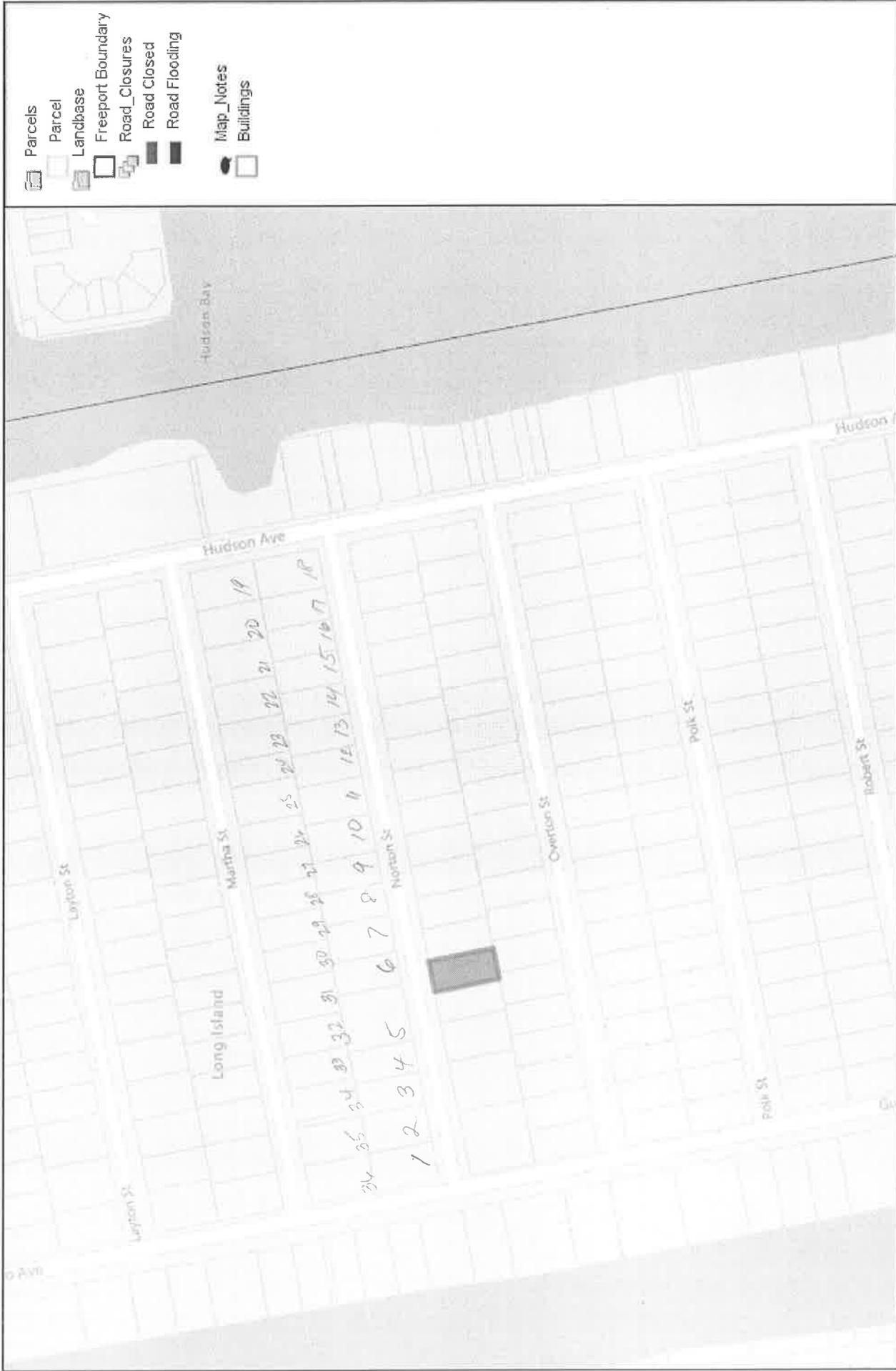

 Notary

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

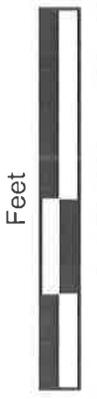
Add more signatures below if required:

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
7	<u>[Signature]</u>	<u>78 Norton St</u>	<u>[Signature]</u>
8	<u>Josephine Velez</u>	<u>37 Norton St.</u>	<u>[Signature]</u>
9	<u>Bob Miller</u>	<u>30 Norton St</u>	<u>[Signature]</u>
10	<u>Jon Brauer</u>	<u>47 Norton</u>	<u>[Signature]</u>
11	<u>Carolyn Dean</u>	<u>21 Norton St</u>	<u>[Signature]</u>
12	<u>James Clahar</u>	<u>50 Norton St</u>	<u>[Signature]</u>
13	<u>Rhonda Hanna</u>	<u>61 Norton St</u>	<u>[Signature]</u>
14	<u>Karina Yelles</u>	<u>62 Norton St</u>	<u>Karina Yelles</u>
15	<u>Bartlett Jamar</u>	<u>41 Norton St</u>	<u>[Signature]</u>

GIS Mapping



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



214.7346881 429.46937625

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of James Beauford Jr. 31 Norton Street

Applicant's Name

Address

Freeport

New York

11520

516 – 771-4191

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: Norton Street between Guy Lombardo Avenue and Hudson Avenue

Date: July 19, 2025

Rain Date: August 9, 2025

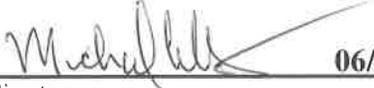
Time: 2:00 P.M. to 8:00 P.M.

- 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 8:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 8:00 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.**
- 5. 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.**
- 6. Applicant: James Beauford Jr, # 516-771-4191**

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 maybe 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  06/17/2025
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**

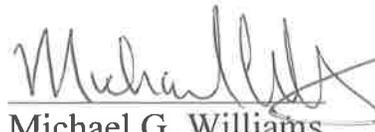
Michael Smith **40 North Ocean Avenue, Freeport, New York 11520**
Chief of Police **(516) 378-0700 Fax (516) 377-2432**

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: June 17, 2025
RE: Block Party- Norton St. between Guy Lombardo Avenue and Hudson Ave.
 July 19, 2025 Time: 2:00 P.M. to 8:00 P.M.
 Rain Date: August 9, 2025

RECEIVED
2025 JUN 18 11:10
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

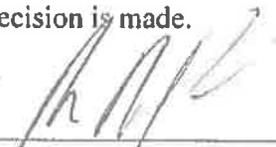
**INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE**

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: June 16, 2025
RE: Block Party Application – James Beauford, Jr.

RE: **Block Party Permit Application**
Applicant: James Beauford, Jr.
Date: Saturday, July 19, 2025
Rain Date: Saturday, August 9, 2025
Location: Norton Street from Guy Lombardo Ave to Hudson Ave
Time: 2:00 P.M. – 8:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by James Beauford, Jr. 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: Tuesday, June 17, 2025 3:55 PM
To: Pamela Boening
Subject: RE: 7.19.2025 Norton Street Block

I have reviewed the Block Party application for July 19, 2025 (Rain Date: 08/09/25)

I do not foresee any negative impact in the performance of our duties. However, they 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, June 13, 2025 4:39 PM
To: CHF Michael J. Smith <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: 7.19.2025 Norton Street Block

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: June 24, 2025

RE: Carnival/Festival/Bazaar
Organization: Iglesia Principe de Paz
Date: August 8 and 9, 2025
Time: 2:00 P.M. to 8:00 P.M.
Date: August 10, 2025
Time: 12:00 P.M. to 7:00 P.M.
Rain Date: None
Assembly Time: 2:00 P.M.
Location: Municipal Lot #12

Attached is a copy of the request for a public assembly submitted on behalf of Iglesia Principe de Paz, to hold Church Services on August 8 and 9, 2025 (no rain date) in a portion of Municipal Park Field # 12, from 2:00 P.M. to 8:00 P.M; and on August 10, 2025 from 12:00 P.M to 7:00 P.M. Approximately 150 individuals will attend the church service.

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


Pamela Walsh Boening
Village Clerk

Attachments

Josue Gomez
 Josuegomez23@gmail.com
 516 698 2905

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

Applicant:

Gustavo Reyes Machado 522 Liberty St Uniondale NY 11553
 Name Address Apt City State Zip

516) 902 - 5363 _____ Iglesia Evangelica del Principe de Paz
 Telephone # Business # Permit Applicant Organization Affiliation

Organization:

Iglesia Principe de Paz 77 South Main St Freeport NY 11520
 Organization Name Address City State Zip

516) 485 - 2639
 Telephone #

Organization Representatives (Other than applicant):

1) Josue Gomez 5166982905 _____
 Name Contact Phone# Position

2) _____ _____ _____
 Name Contact Phone# Position

3) _____ _____ _____
 Name Contact Phone# Position

RECEIVED
 2024 JUN 31 P 3:35
 VILLAGE OF FREEPORT, NY
 CLERK'S OFFICE

Carnival/Festival/Bazaar Operator / Contractor:

 Business Name Address City State Zip

 Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: Church Public Service

Requested Carnival/Festival/Bazaar Location: Henry St . Municipal Parking Freeport

Set Up Day: 08/08/2025 **Date:** 08/10/2025 **Set Up Start Time:** 2 : Pm AM/PM

Dates of operation:

1st Day: Friday Date: 08 / 08 /20 25 Start Time: 2 : Pm AM/PM * End time 8pm
 2nd Day: Saturday Date: 08 / 09 /20 25 Start Time: 2 : Pm AM/PM * End Time: 10 : Pm AM/PM
 3rd Day: Sunday Date: 08 / 10 /20 25 Start Time: 12 : Pm AM/PM * End Time: 7 : Pm AM/PM
 4th Day: _____ Date: / /20 Start Time: : AM/PM End Time: : AM/PM

Equipment Removal will be done by: Date: 08 / 10 /20 25 Time 7 : pm AM/PM

Rain Date: **NO** **YES** Date: / /20

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

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

Only Portion. Of.

90 Ft Long. X. 70 Ft Wide

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

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

None

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

None

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.

None

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

90 x 70

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? 150

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

Church will provide garbage cans for the event and we will do a cleanup at the end

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.

Non

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.

No

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

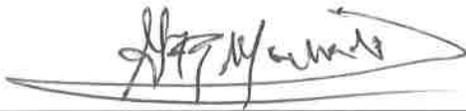
L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

Non

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

Sworn to before me this
6th day of June, 20 25


NOTARY PUBLIC

VERONICA MAYS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6415842
Qualified in NASSAU County
Commission Expires 03/29/2029

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.



IGLESIA EVANGELICA DEL PRINCIPE DE PAZ

77 South Main St Freeport NY 11520

Pastor: Gustavo y Lucia Reyes

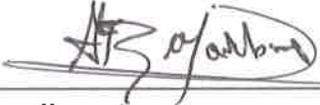
www.principedepazny.com

INSURANCE REQUIREMENT NOTICE (CONTINUED):

Iglesia Principe de Paz agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of Village Of Freeport Municipal Parking Lot # 12 in Freeport, by Iglesia Principe de Paz

whether or not such injury to persons or damage to property are due or claim to be due to any negligence Iglesia Principe De Paz of Iglesia Principe De Paz their employees or agents.

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

Signature 
Applicant

Sworn to before me this 6th day of June
day of June 20, 25


Veronica Mays

VERONICA MAYS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6415842
Qualified in NASSAU County
Commission Expires 03/29/2029



Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of Iglesia Principe de Paz 77 S. Main St.

Freeport New York 11520 516 902-5363
City State Zip Telephone #

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

CHURCH EVENT ON A PORTION OF MUNICIPAL PARKING FIELD #12

DATES: FRIDAY & SATURDAY , AUGUST 8TH , 9TH @ 2:00 P.M. TO 8:00 P.M.
AND SUNDAY AUGUST 10TH, 2025 @ 12 TO 7:00 P.M.

1. Applicant and participants will be considerate of Village noise regulations and will minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 8:00 P.M. without prompting from police or village officials.
3. Participants will shut down and clear parking field immediately after the event time without prompting from police or village officials. Clean up by 10:00 p.m.
4. If an emergency occurs, the participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.
5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road Not Blocking Vehicle Traffic.
6. Applicant: Gustavo Reyes Machado Tel # (516) 902-5363
Add'l Contact person Josue Gomez (516) 698-2905

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

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

Please note the parade/public 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 Assistant Chief Michael G. Williams Michael Williams 06/18/2025
Rank Name Signature Date

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

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

**Michael Smith
Chief of Police**

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: 06/18/2025
RE: Iglesia Principe de Paz
Portion of Municipal Parking Field # 12

Dates: Friday, Saturday & Sunday August 8th, 9th & 10th , 2025

Times: Friday and Saturday 2:00 p.m. to 8:00 p.m
Sunday 12:00 p.m. to 7:00 p.m

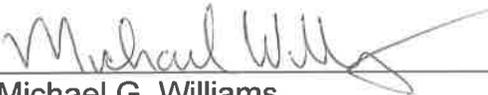
Rain Dates: N/A

RECEIVED
2025 JUN 19 A 11:05
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

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

Thank you,



Michael G. Williams
Assistant Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: June 17, 2025

RE: Carnival/Festival/Bazaar Public Assembly Permit Application

Organization:	Iglesia Principe de Paz
Applicant:	Gustavo Reyes Machado
Date:	Friday, August 8, 2025 Saturday, August 9, 2025
Time:	2:00 pm to 8:00 pm Sunday, August 10, 2025
Time:	12:00 pm – 7:00 pm
Rain Date:	None
Set-up Time:	2:00 pm
Location:	Municipal Lot #12

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Gustavo Reyes Machado on behalf of Iglesia Principe de Paz to hold church services.

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

From: Raymond Maguire
Sent: Tuesday, June 17, 2025 3:50 PM
To: Pamela Boening
Subject: RE: PUBLIC ASSEMBLY 8/10/2025 THROUGH 8/10/2025 PARKING FIELD #12

I have reviewed the Carnival Festival Bazaar Permit application for August 8 & 9, 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 a portion of Parking Field # 12 . They do not indicate that they will be blocking any streets. Applicant(s) should be cognizant of maintaining access to the area if an Emergency exists.

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, June 17, 2025 12:21 PM
To: CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: PUBLIC ASSEMBLY 8/10/2025 THROUGH 8/10/2025 PARKING FIELD #12

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Wednesday, June 25, 2025 8:42 AM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: PUBLIC ASSEMBLY 8/10/2025 THROUGH 8/10/2025 PARKING FIELD #12

Insurance is approved for the PUBLIC ASSEMBLY 8/10/2025 THROUGH 8/10/2025 PARKING FIELD #12

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, June 24, 2025 11:11 AM
To: Christine Maguire <cmaguire@freeportny.gov>
Cc: Conor Kirwan <ckirwan@freeportny.gov>
Subject: FW: PUBLIC ASSEMBLY 8/10/2025 THROUGH 8/10/2025 PARKING FIELD #12
Importance: High

Good Morning,

This is on the upcoming agenda and I need your recommendation.

Thanks,

Pamela Walsh Boening
Village Clerk

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



President, LIVCTA

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

TO: Mayor Robert T. Kennedy

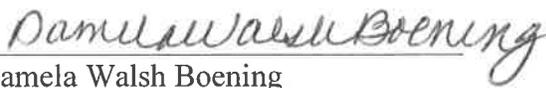
FROM: Pamela Walsh Boening, Village Clerk

DATE: June 25, 2025

RE: Block Party
Applicant: Leonardo Rodriguez
Date: Saturday, August 2, 2025
Rain Date: Saturday, August 16, 2025
Location: Lexington Avenue between Madison Avenue and Park Avenue
Time: 4:00 P.M. to 10:00 P.M.

Attached is a copy of a Block Party Permit Application submitted by Leonardo Rodriguez, to hold a block party on Saturday, August 2, 2025 (rain date: August 16, 2025), from 4:00 P.M. to 10:00 P.M. on Lexington Avenue between Madison Avenue and Park Avenue. Approximately one hundred (100) individuals will be attending the event.

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


Pamela Walsh Boening
Village Clerk
Attachments

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

BLOCK PARTIES ARE NOT PERMITTED ON THE 4TH OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4TH.

DATE OF APPLICATION: 6-16-25

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: August 2nd RAIN DATE: August 16th

TIME: FROM 4pm TO 10pm. (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Lexington Ave Between Madison and Park

NO. PARTICIPANTS EXPECTED: 100 NO. OF RESIDENCES ON BLOCK: 21 VERIFIED BY: (initials)

NAME OF CONTACT/ORGANIZATION: Leonardo Rodriguez

ADDRESS: 164 Lexington Ave TEL NO. 516-779-8377

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.

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1	<u>Leonardo Rodriguez</u>	<u>164 Lexington Ave.</u>	<u>[Signature]</u>
2	<u>Syeda Zehra</u>	<u>165 Lexington Ave</u>	<u>[Signature]</u>
3	<u>Mike & Lucy Pecoraro</u>	<u>166 Lexington Ave</u>	<u>[Signature]</u>
4	<u>[Signature]</u>	<u>166 Lexington Ave</u>	<u>[Signature]</u>
5	<u>[Signature]</u>	<u>184 Lexington</u>	<u>[Signature]</u>
6	<u>Michelle Hrigut</u>	<u>214 Lexington</u>	<u>[Signature]</u>
7	<u>K. Shale</u>	<u>202 Lexington</u>	<u>[Signature]</u>
8	<u>A. Shaw</u>	<u>61 Park Ave</u>	<u>[Signature]</u>

**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.

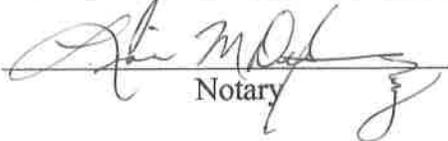
Affirmation of Understanding and Awareness:

I Leonardo Rodriguez acting as an authorized representative of Lexington Ave 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.


Applicant's signature

Sworn to before me this 20

day of June 2025


Notary

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

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2025 JUN 20
CLERK'S OFFICE
VILLAGE OF FREEPORT

Add more signatures below if required:

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
9	<u>William Diaz</u>	<u>191 Lexington Ave</u>	<u>William Diaz</u>
10	<u>Joaquin Viedma</u>	<u>183 " " "</u>	<u>Joaquin Viedma</u>
11	<u>Raphael Bowen</u>	<u>173 Lexington</u>	<u>Raphael Bowen</u>
12	<u>Luis Peratto</u>	<u>177 Lexington</u>	<u>Luis Peratto</u>
13	<u>Dolores Fredrick</u>	<u>161 Lexington Ave</u>	<u>Dolores Fredrick</u>
14	<u>Sonelle Lewis</u>	<u>157 Lexington</u>	<u>Sonelle Lewis</u>
15	<u>Alex Rodriguez</u>	<u>42 Madison</u>	<u>Alex Rodriguez</u>
16	<u>Marisa Madison</u>	<u>150 Lexington Ave</u>	<u>Marisa Madison</u>

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Leonardo Rodriguez 164 Lexington Ave.

Applicant's Name

Address

Freeport

New York

11520

516 779-8377

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: Lexington Ave. between Park Ave. & Madison Ave.

Date: August 2, 2025

Rain Date: August 16, 2025

Time: 4:00 P.M. to 10:00 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 10:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 10:00 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: Leonardo Rodriguez 164 Lexington Ave. Freeport 516-779-8377**

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 maybe 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  06/20/2025
Rank Name Signature Date

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

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

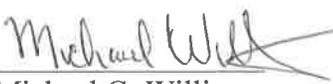
**Michael Smith
Chief of Police**

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: June 20, 2025
RE: Block Party- Lexington Ave. between Park Ave. & Madison Ave.

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 of Police

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2025 JUN 24 10:52

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

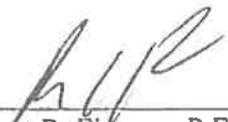
INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: June 23, 2025
RE: Block Party Application – Lenny Rodriguez

RE: Block Party Permit Application
Applicant: Leonard Rodriguez
Date: Saturday, August 2, 2025
Rain Date: Saturday, August 16, 2025
Location: Lexington Avenue between Madison Ave and Park Ave
Time: 4:00 P.M. – 10:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Lenny Rodriguez. 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: Friday, June 20, 2025 2:42 PM
To: Pamela Boening
Subject: RE: 8.2.2025 Block Party

I have reviewed the Block Party application for August 2, 2025 (Rain Date: August 16, 2025)

I do not foresee any negative impact in the performance of our duties. However, the area is vast, so even more attention to access must be maintained by the participants. The applicants and participants must be cognizant of the need for emergency vehicles to enter the area.

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, June 20, 2025 2:34 PM
To: CHF Michael J. Smith <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: 8.2.2025 Block Party

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: June 27, 2025

RE: Parade and Public Assembly Permit
Date: September 11, 2025
Time: 7:00 P.M – 8:00 P.M.
Set-up Time: 6:00 P.M.
Location: Bayview Avenue Traffic Circle

Attached please find a Parade and Public Assembly Permit Application submitted by Alma Rocha, on behalf of 9/11 Neighborhood Memorial, 152 St. Marks Avenue, to hold a public assembly at the Traffic Circle on S. Bayview Avenue and Ray Street, on Thursday, September 11, 2025 from 7:00 P.M. to 8:00 P.M.

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



Pamela Walsh Boening
Village Clerk
Attachments

FREEPORT POLICE DEPARTMENT PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION

Applicant:

Alma G. Rocha 152 St. Marks Ave Freeport NY 11520
Name Address Apt City State Zip
516 378 8663 _____ _____
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

9/11 Neighborhood Memorial (same as above) _____ _____ _____
Organization Name Address City State Zip

Telephone #

Organization Representatives (Other than applicant):

- | | | |
|--------------------------|-------------------------------|-------------------------|
| 1) <u>Steve Cooke</u> | <u>516 379 3486</u> | _____ |
| <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 2) <u>Mary Muldowney</u> | <u>516 448 1484</u> | _____ |
| <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 3) <u>Karen Colgan</u> | <u>516 509 3147</u> | _____ |
| <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |
| 4) _____ | _____ | _____ |
| <small>Name</small> | <small>Contact Phone#</small> | <small>Position</small> |

Parade/Public Assembly:

Date Requested: 9-11-2025 Assembly Time: 6:00 AM PM
 Starting Time: 7:00 AM PM Finish Time: 8:00 AM PM

Route/Public Assembly Location:

We want to assemble at Traffic Circle Bayview Ave / Bay St.
Location
 The parade will start at _____ to _____
Location Location
 _____ to _____
Direction/Location Direction/Location
 _____ to _____
Direction/Location Direction/Location
 _____ to _____
Direction/Location Direction/Location
 _____ to _____
Direction/Location Direction/Location

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 VILLAGE OF FREEPORT, NY

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

- a) All of the width will be occupied? Yes
 b) Only a portion of the width will be occupied, consisting of _____ lanes.

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

N/A

Participants:

What is the approximate number of:

- a) Persons 120 b) Animals N/A c) Vehicles _____ d) Utility trailer float N/A, which will constitute such parade? (Tractor trailer floats are discouraged)

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

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

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

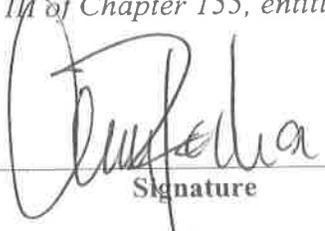
Microphone
Color Guard

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: _____ Yes No

If yes, please describe and attach all related correspondence or permits that authorize their use.

What is the estimated number of spectators or Public Assembly visitors? 120

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


Signature

Sworn to before me this 20 day of June, 2025

Pamela Walsh Boening

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: (if required)

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

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

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

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

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

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

Sign: _____
(Name of representative and company name)

Date: _____

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

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

Affirmation of Understanding and Awareness:

I Alma G. Rocha acting as an authorized representative of 9/11 Neighborhood Memorial swears under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155; Article VI entitled Parades and Public Assemblies. Further, if granted a permit I agree to abide by all of the provisions and stipulations of such code.

[Handwritten Signature]
Signature of Applicant

Sworn to before me this 20

day of June 2025

[Handwritten Signature]
Notary

Pamela A. Walsh Boeing
Notary Public State of New York
No. 01WA6213579
Qualified in Nassau County
Commission Expires November 9, 2025

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 Alma G. Rocha 152 St. Marks Avenue

<u>Freeport</u> <small>City</small>	<u>New York</u> <small>State</small>	<u>11520</u> <small>Zip</small>	<u>(516) 378-8663</u> <small>Telephone #</small>
--	---	------------------------------------	---

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: **9/11 NEIGHBORHOOD MEMORIAL**
 LOCATION: **S. BAYVIEW AVE. TRAFFIC CIRCLE @ RAY ST.**
 DATE: **SEPTEMBER 11TH 2025** TIME: **7:00 P.M. TO 8:00 P.M.**
 ASSEMBLY TIME : **6:00 P.M.**

1. Assembly at 6:00 P.M., event starts at 7:00 P.M. and should end by 8:00 P.M. sharp without prompting from police.
2. The participants will remain aware of Village noise ordinances. Sound levels will be kept at an acceptable limit.
3. Vehicle traffic will be blocked and redirected during the event.
4. Other Contacts: Steve Cook 379-3486, Mary Muldowney, 448-1484, Karen Colgan 509-3147

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

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

Please note the parade/public assemblies permit 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  6/20/2025

<small>Rank</small>	<small>Name</small>	<small>Signature</small>	<small>Date</small>
---------------------	---------------------	--------------------------	---------------------

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

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

**Michael Smith
Chief of Police**

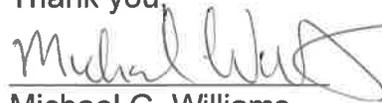
**40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432**

TO: Pamela Walsh-Boening, Village Clerk
FROM: Assistant Chief Michael Williams
DATE: June 20th 2025
RE: 9/11 Neighborhood Memorial at the S. Bayview Avenue Traffic Circle
between Atlantic Avenue & Ray Street on, September 11TH, 2025 from
Assembly time: 6:00 pm Event: 7:00 pm to 8:00 pm

After review of the attached Public Assembly Permit Application I am informing you that the permit is conditionally approved. The condition is that this matter must be brought before the Mayor and Board of Trustees for final approval. Once the Board approves; the permit is valid.

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

Thank you,



**Michael G. Williams
Asst. Chief of Police**

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2025 JUN 24 10:52

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: June 23, 2025

RE: Parade and Public Assembly Permit Application
Applicant: Alma G. Rocha
Date: Thursday, September 11, 2025
Time: 7:00 pm – 8:00 pm
Assemble Time: 6:00 pm
Location: Bayview Avenue Traffic Circle (S. Bayview Ave & Ray St)

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Alma G. Rocha on behalf of 9/11 Neighborhood Memorial. I am conditionally approving this permit, with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Christine Maguire
Sent: Friday, June 27, 2025 10:26 AM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 911 Memorial

Insurance is approved for the 9/11 memorial

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Friday, June 27, 2025 10:19 AM
To: Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: FW: 911 Memorial
Importance: High

Good Morning,

The 9/11 Public Assembly is on this agenda.

Please send your recommendation.

Thanks,

Pamela Walsh Boening
Village Clerk

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



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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
Date: June 20, 2025
RE: 6 /10 /2025 Notice of Final Telecommunications Ceiling 2025 Assessment

The Assessment Department received the final notice on June 10, 2025 of the Notice of Final Telecommunications Ceiling 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 to the 2025 Final and it will not require any adjustments to the 2025/2026 Final Assessment Roll.

The Telecommunications Ceilings were determined in accordance with Title 5 of Article 4 of the Real Property Tax Law 499. These ceilings pertain to mass telecommunications property of utility companies in each Municipality. They are for poles, wires, cables and conduit that resides on, under, or above private property.

Telecommunications Ceilings Final 2025	S / B / L	2024 Final	2025 Tentative	2025 Final
Cablevision System Lightpath # 725500	98 BLI 11 C	106	98	98
Verizon New York Inc. #631900	98 BLI 7 C	13,111	12,377	12,377
Zayo Group LLC # 739500	98 BLI 10 C	422	377	377
Total Telecommunication Ceiling		13,639	12,852	12,852


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 20, 2025

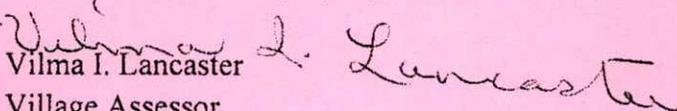
RE: Remove Exemption from 2025/2026 Final Assessment Roll

Permission is requested for the Assessor to remove from 2024/2025 and 2025/2026 Final Assessment Roll exemptions related to Senior, Disability and Veteran Owned Properties. 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
62 / 050 / 7	36 Stillwell Pl	41800 - Senior	2024 - 1,675 2025 - 1,675	Property Sold 1 / 31 / 2025
55 / 214 / 17	286 Grand Ave	41930 - Disability & Limited Income	2025 - 2,730	Property Sold 6 / 12 / 2025
62 / 128 / 15	131 Rose St	41121 - Veteran - Non - Combat	2025 - 439	Property Sold 5 / 29 / 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 2024/2025 and 2025/2026 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 050 / 7	36 Stillwell Pl	41800 - Senior	2024 – 1,675 2025 – 1,675	Property Sold 1 / 31 / 2025
55 / 214 / 17	286 Grand Ave	41930 - Disability & Limited Income	2025 – 2,730	Property Sold 6 / 12 / 2025
62 / 128 / 15	131 Rose St	41121 – Veteran – Non - Combat	2025 - 439	Property Sold 5 / 29 / 2025

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2024/2025 and 2025/2026 Final Assessment Rolls 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 2024/2025 and 2025/2026 Final Assessment Rolls 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

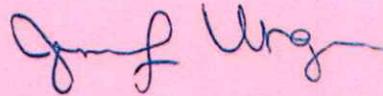
**Incorporated Village of Freeport
INTER-OFFICE MEMO**

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Jennifer Ungar, Deputy Village Attorney
DATE: June 23, 2025
RE: Correction of Previously-Approved Tax Certiorari Negotiated Settlement

Permission is requested from the Board to correct a previously approved settlement for Cronin & Cronin Law Firm, PLLC. On June 2, 2025, the Board approved a tax certiorari settlement for Cronin & Cronin Law Firm, PLLC, however, in the resolution, the settlement was inadvertently referred to as a small claims assessment reduction (SCAR). This office is requesting approval of a revised resolution containing the relevant information for this tax certiorari settlement.

The Village Assessor's original memo is attached.

Please place on the next available agenda for Board action.



Jennifer Ungar

Deputy Village Attorney

Incorporated Village of Freeport INTER-OFFICE MEMO

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

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

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

Petitioner: Cindy Ajaonu
 Deed Property Assignee - Ocean Med Properties

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

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

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

REFUND \$22,659.58

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

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


Vilma I. Lancaster
Village Assessor

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

WHEREAS, permission from the Village Attorney’s Office is requested from the Board to correct a previously approved settlement for Cronin & Cronin Law Firm, PLLC; and

WHEREAS, on June 2, 2025, the Board approved a tax certiorari settlement for Cronin & Cronin Law Firm, PLLC, however, in the resolution, the settlement was inadvertently referred to as a small claims assessment reduction (SCAR); and

WHEREAS, the Assessor has negotiated tax certiorari settlements for the Assessment Years listed below; and

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

Petitioner: Cindy Ajaonu

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

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

Year	Current AV	Proposed AV	Reduction	Tax Rate	Refund
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2023/24	54,650	46,150	8,500	0.61649	\$5,240.17
2024/25	54,650	43,878	10,772	0.61561	\$6,631.35
2025/26	54,650	39,600	15,050	0.61561	\$9,264.93

REFUND \$22,659.58

WHEREAS, the Stipulation of Settlement will be prepared for the above-referenced matter; and

WHEREAS, permission is requested giving the Village Attorney authorization to sign the stipulation of settlement; and

NOW THEREFORE BE IT RESOLVED, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2016/2017 through the 2025/2026 Final Assessment Rolls and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$22,659.58.

The Clerk polled the Board as follows:

Deputy Mayor Martinez
Trustee Squeri
Trustee Sanchez
Trustee Butler
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: June 12, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Tank Rentals for DEC Fuel Tank Inspection

The New York State Department of Environmental Conservation (DEC) requires an internal fuel tank inspection at Power Plant 2 every five years. In order to carry out the inspection, our tank holding approximately 138,000 gallons of kerosene must be emptied. The Electric Department will rent eight (8) fuel tanks to hold the kerosene for one month to accommodate the inspection process.

United Rentals Fluid Solutions, 25 & 45 Brook Avenue, Deer Park, NY 11729, is a branch of United Rentals (North America), Inc., that has New York State Contract Pricing for Heavy Equipment Rental under Group 72007-23182 – Vendor #PS69121. This company has the required tanks available for rental and the specialized services needed to prevent fuel contamination.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board approve the eight (8) tank rentals and associated services to be provided by United Rentals Fluid Solutions, 25 & 45 Brook Avenue, Deer Park, NY 11729 for the DEC fuel tank inspection at a cost of \$43,720.00; and that the Mayor be authorized to execute any and all documentation associated with this transaction. The cost for this service shall be funded through E 110000, WO 2547. There are sufficient funds available to cover this expense.

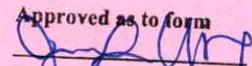


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the New York State Department of Environmental Conservation (DEC) requires an internal fuel tank inspection at Power Plant 2 every five years; and

WHEREAS, in order to carry out the inspection, the Village tank holding approximately 138,000 gallons of kerosene must be emptied; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the rental contract of eight (8) fuel tanks to hold the kerosene for one (1) month to accommodate the inspection process; and

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

WHEREAS, United Rentals Fluid Solutions, 25 & 45 Brook Avenue, Deer Park, NY 11729, is a branch of United Rentals (North America), Inc., that has a New York State Contract Pricing for Heavy Equipment Rental under Group 72007-23182 – Vendor #PS69121; and

WHEREAS, this company has the required tanks available for rental and the specialized services needed to prevent fuel contamination; and

WHEREAS, the rental cost of eight (8) fuel tanks and associated services by United Rentals for the DEC fuel tank inspection is \$43,720.00; and

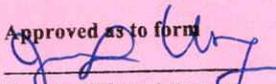
WHEREAS, the cost for this service shall be funded through E 110000, WO 2547 and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees hereby approves, and the Mayor be and is hereby authorized to effectuate any and all documentation necessary to approve the rental contract of eight (8) fuel tanks and associated services by United Rentals Fluid Solutions, 25 & 45 Brook Avenue, Deer Park, NY 11729, for a cost of \$43,720.00.

The Clerk polled the Board as follows:

Deputy Mayor Martinez
Trustee Squeri
Trustee Sanchez
Trustee Butler
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney



JOB SITE

SITE
289 BUFFALO AVE
FREEPORT NY 11520-4709

Office: 516-269-1628 Job: 516-269-1628

Customer # : 3078007
Reserved Date : 04/21/25
Scheduled Out : 06/10/25 07:00 AM
Estimated In : 07/08/25 07:00 AM
UR Job Loc : 289 BUFFALO AVE, FRE
UR Job # : 5
Customer Job ID:
P.O. # : TBD
Ordered By : KEITH MUCHNICK
Written By : GABRIELLA RUSSO
Salesperson : GABRIELLA RUSSO

VILLAGE OF FREEPORT
46 N OCEAN AVE
FREEPORT NY 11520-3023

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
8	6051920	TANK 18K GAL DW FA SFVP LINED		60.00	420.00	1,680.00	13,440.00
12	536/2920	HOSE 4X20 RUBBER SUCTION - CAMLOCK		15.00	30.00	90.00	1,080.00
Rental Subtotal:							14,520.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	DELIVERY RENTAL CONTRACT	[DELIVERY/MCI]	2000.000		EACH		2,000.00
	INBOUND FREIGHT ESTIMATE -- CHARGES WILL BE PASSED ALONG AS CHARGED. NO MARKUP.						
8	DELIVERY RENTAL CONTRACT	[DELIVERY/MCI]	200.000		EACH		1,600.00
8	CLEANING CHARGE	[CLEAN CHRGMCI]	1500.000		EACH		12,000.00
	PRE CLEANING CHARGE - CLEAN SLIPS PROVIDED.						
8	CLEANING CHARGE	[CLEAN CHRGMCI]	1500.000		EACH		12,000.00
	POST CLEANING CHARGE						
8	PICKUP ON RENTAL CONTRACT	[PICKUP/MCI]	200.000		EACH		1,600.00
Sales/Misc Subtotal:							29,200.00
Agreement Subtotal:							43,720.00
Rental Protection:							2,178.00
Estimated Total:							45,998.00

COMMENTS/NOTES:

CONTACT: KEITH MUCHNICK
CELL#: 516-242-7883

We need 8 tanks total

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

June 18, 2025

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Gilbert Rosario – Emergency Co. #9

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

AGENDA

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeportny.gov

June 17, 2025

To: Mayor Robert T. Kennedy
Board of Trustees

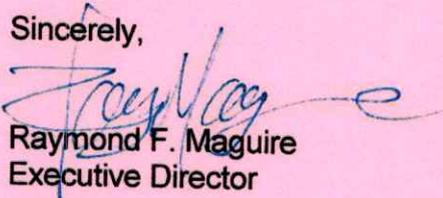
Re: Permission to use Village vehicle and trailer

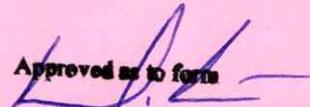
We respectfully request permission to use a village vehicle and trailer for transporting "Jumbo" to the Antique Muster at the NC Firefighter's Museum in Uniondale on August 23, 2025 (see letter attached).

On behalf of the Freeport Exempt Firemen's Association, we thank you for your consideration.

If you have any questions, or need additional information, please feel free to contact me.

Sincerely,


Raymond F. Maguire
Executive Director


Approved as to form

Village Attorney

6/19/2025

Attachment

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

WHEREAS, the Village Attorney's Office is requesting Board approval for the Freeport Exempts Fireman's Association the use of a village tow vehicle for transport of the Freeport Fire Department antique fire apparatus "Jumbo" to parades and musters of the 2025 season; and

WHEREAS, the Village of Freeport Garage has no objection to this request; and

WHEREAS, the mission of the Freeport Exempt Fireman's Association is to provide the public access and an opportunity to learn about the history of the Freeport Fire Department, by displaying "Jumbo", Freeport's oldest fire truck; and

WHEREAS, the Board of Trustees deems it beneficial to the Village of Freeport to provide such services; and

WHEREAS, the Freeport Exempt Fireman's Association requires the use of a Village tow vehicle as in past procedure to transport "Jumbo" to the following muster(s) and/or parade(s):

1. Antique Muster at Nassau County Firefighters Museum, Uniondale
Departure: August 23, 2025
Return: August 23, 2025

WHEREAS, the tow vehicle will be handled by a Freeport Fire Department qualified driver as required; and

NOW THEREFORE BE IT RESOLVED, that the Board approve the use of a Village tow vehicle for the transport of "Jumbo" as listed hereinabove.

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
6/19/2025

FREEPORT EXEMPT FIREMEN'S ASSOCIATION

9 N. Long Beach Avenue
Freeport, New York 11520

June 16, 2025

Mayor Robert Kennedy
Village Board of Trustees
46 N. Ocean Avenue
Freeport, NY 11520

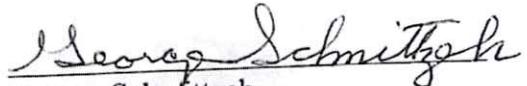
Re: Use of Village Tow Vehicle

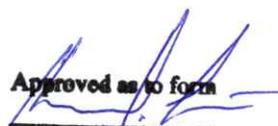
The Freeport Exempt Firemen's Association would like to request permission to use a village tow vehicle along with Jumbo's trailer to transport our antique fire apparatus to the following musters and/or parades:

Antique Muster at Nassau County Firefighters Museum, Uniondale
Departure: August 23, 2025
Return: August 23, 2025

Thank you for your consideration in advance.

Sincerely,


George Schmittzch
President


Approved as to form

Village Attorney

6/19/2025

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

To: Mayor Robert T. Kennedy

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

Date: June 17, 2025

RE: GUY LOMBARDO MARINA BULKHEAD RECONSTRUCTION PROJECT

Plans and specifications for the above-referenced project have been completed. Under this project, approximately 550 linear feet of bulkhead will be replaced in the Guy Lombardo Marina.

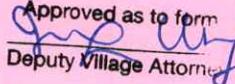
The estimated cost for this project is \$440,000.00. Funding for this project will come from a bond resolution which was authorized by the Village Board of Trustees on February 26, 2024 for \$446,250.00.

Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on July 3, 2025. Bid documents will be available from 9:00 A.M. on July 7, 2025 until 4:00 P.M. July 18, 2025. Bids will have a returnable date of July 22, 2025, with bids scheduled to be opened at 11:00 A.M.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the “Guy Lombardo Marina Bulkhead Reconstruction Project”; and

WHEREAS, under this project, approximately 550 linear feet of bulkhead will be replaced in the Guy Lombardo Marina; and

WHEREAS, said procurement of said project requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village’s Procurement Policy; and

WHEREAS, the estimated cost for this project is \$440,000.00; and

WHEREAS, funding for this project will come from a bond resolution which was authorized by the Village Board of Trustees on February 26, 2024, for \$446,250.00; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Guy Lombardo Marina Bulkhead Reconstruction Project” in the Freeport Herald and other relevant publications of general circulation on July 3, 2025, with bid documents available from July 7, 2025, through July 18, 2025, with a return date of July 22, 2025.

The Clerk polled the Board as follows:

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

NOTICE TO BIDDERS

GUY LOMBARDO MARINA BULKHEAD RECONSTRUCTION PROJECT

FOR THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “**GUY LOMBARDO MARINA BULKHEAD RECONSTRUCTION PROJECT**” until 11:00 A.M. on **July 22, 2025** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on July 7, 2025 until 4:00 P.M. July 18, 2025**. There is no fee for a set of bid documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into a acceptable contract.

The project calls for the replacement of approximately 550 linear feet of bulkhead.

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

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

Taylor D’Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – **July 3, 2025**

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Manager, Recreation Center
Date: June 12, 2025

**Re: Personal Service Agreement
Lee Schreiber**

The Freeport Recreation Center would like to come to an agreement with Lee Schreiber. Ms. Schreiber will be teaching different sports classes for our summer camp program. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: June 30, 2025—February 28, 2026

Contract Rate: \$50.00 per hour

Sessions: Twice a week during our summer camp program.

Description: Different sports programs will be taught throughout the summer, ranging from pickleball for kids to flag football, soccer, basketball etc.

Classes: Mondays & Thursdays during Camp.

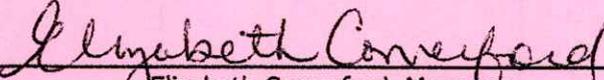
Compensation: The total fee to be paid to Ms. Schreiber will be \$50.00 per hour with a cap of \$3,000.00.

Village to Provide: Room to conduct the class.

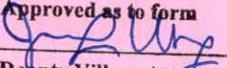
Revenue: The Recreation Center will be charging participants for camp \$420 per session for Residents, and \$445 per session for Non-Residents.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Lee Schreiber
340 Bedell St.
Freeport, NY 11520
(516)459-9173



Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Recreation Center needs an individual to teach different sports classes for the summer camp program; and

WHEREAS, Lee Schreiber, 340 Bedell Street, Freeport, NY 11520, is an individual who is licensed and qualified to provide these services and teach these classes; and

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

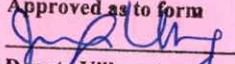
WHEREAS, the contract is for a retroactive term from June 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 for a not to exceed amount of \$3,000.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board hereby approves, and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal with Lee Schreiber, 340 Bedell Street, Freeport, NY 11520, for a retroactive term from June 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 for a not to exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Lee Schreiber

June 1, 2025 through February 28, 2026

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20__, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Lee Schreiber, with office located at 340 Bedell Street, Freeport, NY 11520 (hereinafter referred to as "Schreiber"):

WITNESSETH:

WHEREAS, Schreiber, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the performance of different sports classes for children and,

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

TERMS AND CONDITIONS

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

1. Employment.

IVF hereby employs Schreiber as an independent contractor, and Schreiber hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin retroactive on June 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Schreiber.

3. Compensation.

For all services rendered by Schreiber under this Agreement, the IVF shall pay a fee not to exceed \$3,000 per annum. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Schreiber and submitted to the Freeport Recreation Center for processing.

4. Duties

Schreiber shall provide the following services to IVF:

Different sports programs will be taught throughout the summer, ranging from pickleball for kids to flag football, soccer, basketball etc.

5. Extent of Services.

Schreiber shall devote such time, attention and energies to the IVF as is required. Schreiber shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

6. No Participation.

Schreiber acknowledges and agrees that this contract shall not give or extend to Schreiber or his/her employees and/or assigns any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to Schreiber under the terms of this Agreement.

7. Death or Disability

If due to disability or prolonged illness (more than 30 consecutive days) Schreiber is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to Schreiber.

8. Assignment.

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

9. Notices.

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

by one party to the other):

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, NY 11520
Attn: Village Attorney

Lee Schreiber
340 Bedell Street
Freeport, NY 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Schreiber hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

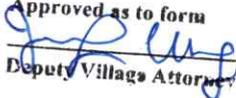
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

LEE SCHREIBER

Approved as to form

Deputy Village Attorney

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

DATE: June 26, 2025

RE: Master Services Agreement
Legal-X and Expert Bill Review (Bottomline)

Our office is requesting that the Village Board approve the attached Master Services Agreement with Bottomline, d/b/a Legal Share Holdings, LLC, (LSH), a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125.

Bottomline is a company that provides auditing and review of legal bills. As the Village utilizes the services of several outside law firms to handle some of its litigation, the services this company provides ensures that the firms bill consistently for the services it provides.

This contract would run initially for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice. LSH will provide services as follows:

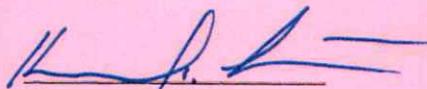
- A. For the performance of the Audit Services as specified herein, the Village agrees to pay LSH a fee equal to 2.0% of the gross monetary amount of Designated Service Providers' invoices audited by LSH (including such Service Provider fees, costs, and disbursements).
- B. LSH will not charge the Village Designated Service Providers any invoice submission charges for Village's invoices or other additional fees without Village's or Designated Service Provider's prior written consent.
- C. LSH shall invoice the Village for Legal-X System and Audit Services rendered on a monthly basis. Such invoices shall identify the gross monetary amount of Designated Service Provider invoices audited on the Village's behalf in the preceding month. Village shall pay LSH's invoices within thirty (30) days of receipt.

The services have been utilized by Customized Claims for the Village's legal bills for over 2 years and has provided significant savings to the Village

These services are of a specialized nature and are not subject to competitive bidding under GML 103.

Funding for LSH will be from account A193104 545500 and there are sufficient funds to cover this expense.

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

A handwritten signature in blue ink, appearing to read 'Howard E. Colton', with a horizontal line extending to the right.

Howard E. Colton
Village Attorney

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

WHEREAS, the Village Attorney is requesting Board approval to enter into a Master Services Agreement for auditing and review of legal bills; and

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

WHEREAS, Bottomline, d/b/a Legal Share Holdings, LLC, (LSH), a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125, is an independent contractor ready, willing and able to provide services to the Village; and

WHEREAS, this contract would run initially for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice; and

WHEREAS, funding for LSH will be from account A193104 545500 and there are sufficient funds to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor is hereby authorized to enter into a Master Services Agreement with Bottomline, d/b/a Legal Share Holdings, LLC, (LSH), a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125, for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice.

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

Master Services Agreement

This Services Agreement, including all attachments hereto (the "Agreement") is entered into as of the last date of signature below (the "Effective Date"), by and between Legal Share Holdings, LLC, a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125 ("LSH") and the company identified in the signature block ("Customer").

LSH and Customer hereby agree as follows:

1. License to the System and Provision of Services.

1.1 LSH grants Customer a limited, non-exclusive, non-transferable license to access and use (i) LSH's web-based solutions (collectively the "System") as further described in any Schedule attached hereto (individually and collectively "Schedule") and (ii) the applicable system documentation including any user manuals currently available from LSH ("Documentation"), for a term commencing on the Effective Date and continuing through termination of this Agreement as provided in Section 3 herein.

1.2 From time to time, LSH may develop upgrades and enhancements to the System. If an upgrade or enhancement is made generally available to all customers accessing the System, then such upgrade or enhancement shall be considered part of the System and made available to Customer at no additional charge. If an upgrade or enhancement is offered as an optional feature, such optional feature may be purchased for an additional fee which shall be determined at LSH's discretion.

1.3 LSH grants the service providers designated by Customer ("Designated Service Providers") a limited, non-exclusive, non-transferable license to access and utilize the System to electronically transmit applicably formatted invoices to Customer and view the status of such invoices online. Designated Service Providers are required to enter into an end user license agreement with LSH in the form of a "click-through" agreement prior to accessing the System.

1.4 LSH shall deliver invoice review services ("Invoice Review Services") and related implementation and/or training services if such services are specifically set forth in Schedule 1 in accordance with the descriptions, rates and prices set forth therein. Customer shall reimburse LSH at cost for all authorized, reasonable and verifiable travel and living expenses incurred in the delivery of any such Services.

2. Fees, Payments and Taxes.

2.1 Customer shall pay LSH the System and Service fees set forth in Schedule 1 (the "Fees") in accordance with the payment terms therein. Unless otherwise specified in Schedule 1, all payments are due within thirty (30) days of

the date of invoice. Customer will be charged one percent (1%) per month on any outstanding undisputed balance over thirty (30) days. In the event that an undisputed invoice is more than sixty (60) days overdue, LSH reserves the right to suspend Customer's access to the System by written notice until the outstanding payment is made. Unless otherwise specified in Schedule 1, all payments shall be in U.S. dollars.

2.2 All Fees and expenses are exclusive of all excise, sales, use, transfer and other taxes and duties imposed with respect to the System or Services, or their sale, by any federal, state, municipal or other governmental authority, all of which taxes must be paid by Customer. Customer is responsible for obtaining and providing to LSH any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability.

2.3 Within thirty (30) days of the invoice date of any disputed invoice, Customer will: (i) notify LSH in writing of the specific items in dispute; and (ii) describe in detail Customer's reason for disputing each such item. Within ten (10) days of LSH's receipt of such notice, the parties will negotiate in good faith to reach settlement on any items that are the subject of a dispute. If Customer disputes in good faith any portion of an invoice, Customer will pay LSH the undisputed amount when due.

3. Term and Termination.

3.1 This Agreement shall commence on the Effective Date and shall continue for a period of thirty-six (36) months (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms on the anniversary of the Effective Date (each a "Renewal Term") unless terminated in writing by either party at least ninety (90) days prior to the expiration of the then current term. Notwithstanding the foregoing, Customer may terminate this Agreement at any time upon thirty (30) days advance written notice to LSH.

3.2 Either party may terminate this Agreement for a material breach by the other party not cured within thirty (30) days of receipt of written notice of such breach, or such other cure period as may be authorized in writing by the non-breaching party. Either party reserves the right to terminate the Agreement if the other party (i) ceases to conduct the normal course of its business, or (ii) seeks protection under the bankruptcy laws, becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

3.3 Termination of this Agreement shall result in the immediate termination of Customer and its Designated Service Providers' access to the System. Termination shall not affect the obligation of Customer to pay LSH all Fees, expenses and any other amounts due and owing hereunder (including invoices for Services partially performed).

4. Owner

5. **ship of Intellectual Property.**

5.1 All rights in and to the System, the Documentation and all software utilized by LSH to provide the System (“Software”), including, without limitation, all inventions, modifications, derivative works and advances (whether or not patentable or patented), copyrights, trade secrets embodied therein and any materials a part of or accompanying the System or the Software, other than Customer Data (as that term is defined in Section 6 herein), are and remain owned by LSH, or its third party licensors as applicable, and may be protected by copyright laws and international treaty provisions. LSH reserves any and all rights in and to the System, the Documentation and all Software utilized by LSH in providing the System. LSH’s System, Software and Services may be covered by one or more of the patents as listed at <http://www.botttomline.com/>.

5.2 Customer shall not: (i) copy or reproduce the Software, Documentation or any materials accompanying the System; (ii) delete, conceal, alter or deface copyright or other notices accompanying, embedded in or affixed to the System, Documentation or Software; (iii) modify, alter, translate or prepare derivative works based on the Software, System or any portion thereof; (iv) distribute copies of the Software, Documentation or any portion thereof (or offer services utilizing the Software or System, any portion thereof or any derivative work thereof), to any third party, whether by sale or other transfer of ownership or by rental, lease or lending; display or performance; (v) decompile, reverse engineer, or disassemble the Software or the System, or any portion thereof; (vi) sublicense the Software, System, or any portion thereof; (vii) access and/or utilize the System or Software on behalf of any other person or entity other than Customer, its affiliates and their respective authorized users; or (viii) otherwise disclose or make the System, Software or Documentation available to any other person or entity in any manner without prior written authorization of LSH.

5.3 Customer shall notify LSH immediately of any unauthorized use of its account or the System or any other breach of security that is known or suspected by Customer. Neither Customer nor any persons using the System on behalf of Customer (including, without limitation, all Designated Service Providers) shall: (i) use the System to transmit any material that may infringe upon the intellectual property rights or other rights of third parties; (ii) transmit any material that contains Self-help Code or software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, or time bombs; (iii) knowingly interfere with or disrupt servers or networks connected to the System or violate the regulations, policies or procedures of such Networks; or (iv) attempt to gain unauthorized access to the System,

other accounts, computer systems or networks connected to the System, through password mining or any other means.

5.4 Customer and LSH agree to comply with LSH’s Security Terms for the System and provision of the Services, attached hereto as **Schedule 2**.

6. **Intellectual Property Indemnification.**

6.1 LSH shall defend, at its expense, any suit against Customer based upon a claim that Customer’s use of the System infringes any U.S. patent, trade secret or copyright, and to pay any settlement, or any damages finally awarded, in any such suit. LSH’s obligations under this Section shall not be effective unless Customer notifies LSH in writing of any claim or threatened or actual suit within thirty (30) days of knowledge thereof and Customer gives control of the defense and settlement, along with Customer’s reasonable cooperation, to LSH. LSH shall not agree to any settlement which imposes any liability or restriction on Customer without Customer’s prior written consent, which consent shall not be unreasonably withheld or delayed.

6.2 In the event of a third-party infringement claim, LSH may, at its own option and expense, (i) procure for Customer the right to continue to use the System; (ii) make the System non-infringing; or (iii) terminate this Agreement and refund any Fees prepaid by Customer for periods following termination. LSH shall have no liability for any claim based on (i) Customer’s use of the System other than in accordance with the rights granted under this Agreement; (ii) Customer’s use of the System in combination with other service offerings, software, hardware or equipment not provided or authorized by LSH, where such infringement would not have occurred, but for such combination; or (iii) intellectual property rights owned by Customer or any of its affiliates.

6.3 This Section 5 states Customer’s sole remedy and LSH’s exclusive liability in the event that Customer’s use of the System infringes on the intellectual property rights of any third party.

7. **Customer Data.** Customer shall own all of the data it inputs into the System (“Customer Data”). LSH shall access Customer Data as necessary to provide the Services set forth in Schedule 1. Customer shall have sole responsibility for the accuracy, quality, legality, reliability, appropriateness and copyright of all Customer Data. Customer hereby grants LSH the right to copy Customer Data stored in the System for the purpose of importing such Data into PartnerSelect for access and use by Customer and Customer’s Designated Service Providers. For avoidance of doubt, LSH will not disclose Customer’s attorney-client privileged information, attorney work product, or any case related personally identifiable information. Upon termination of the Agreement, Customer Data will be returned to Customer within thirty (30) days from the

termination date in LSH's then standard format.

8. Support Services. Provided that Customer has paid all Fees, expenses and any other amounts due hereunder, Customer shall be entitled to LSH's support services ("Support") as further described in LSH's then current Service Level Availability Agreement for Legal-X available upon request. Telephone support is provided between 8:00 AM ET and 8:00 PM ET, Monday through Friday, excluding LSH holidays. Support requests may be made by Customer via telephone or emails to LSH's Help Desk as follows: Legal-X: 866-645-7444, legalxsupport@bottomline.com. PartnerSelect: 800-579-0152, partnersupport@bottomline.com.

9. Limited Warranty.

9.1 LSH warrants to Customer that the System will operate in accordance with the applicable Documentation during the term of this Agreement (the "Warranty"). Customer's exclusive remedy, and LSH's entire liability for a breach of the Warranty, shall be to promptly remedy such breach at no additional charge to Customer. Customer must report any such breach to LSH in writing within thirty (30) days of discovering such breach in order to receive the remedies set forth herein.

9.2 LSH warrants that the Services will be performed in a professional manner in accordance with applicable industry standards and shall conform to any descriptions set forth in Schedule 1. Customer's exclusive remedy and LSH's entire liability for non-conforming Services shall be for LSH to promptly remedy such nonconformance at no additional charge to Customer. Customer must report any nonconformance in the Services to LSH in writing within thirty (30) days of completion of the Services in order to receive the remedies set forth herein.

9.3 LSH shall not be responsible to remedy any failure or nonconformance if, and to the extent, such failure or nonconformance was caused by one or more of the following circumstances: (i) force majeure events; (ii) the acts or omissions of Customer, its employees, agents and/or Designated Service Providers; (iii) failure of the Customer's or its Designated Service Provider's hardware, software, or Internet connections, and (iv) use of the System in a manner for which it was not designed or intended.

9.4 THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LSH DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SYSTEM WILL BE UNINTERRUPTED OR

ERROR FREE, THE SYSTEM WILL OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SERVICE OR DATA NOT SPECIFIED BY LSH, OR ALL ERRORS OR DEFECTS WILL BE CORRECTED.

10. Confidentiality.

10.1 Each Party agrees that all materials, specifications, reports, statements of work, price lists, client lists, documents, and information provided to it by the other party (the "disclosing party") and designated "Confidential" at the time of disclosure shall be considered as confidential (the "Confidential Information"). For avoidance of doubt, the terms and pricing set forth in this Agreement, the System, Software and Documentation and Customer Data shall be considered Confidential Information. Each party agrees to hold the other party's Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party without prior written authorization of the other party.

10.2 Confidential Information shall not include any information which: (i) is known by the receiving party or is publicly available at the time of disclosure by the disclosing party to the receiving party through no breach of this Agreement by the receiving party; (ii) becomes publicly available after disclosure by the disclosing party to the receiving party through no breach of this Agreement by the receiving party; (iii) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (iv) is disclosed with the prior written consent of the disclosing party; or (v) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the receiving party immediately after receiving notice of such action notifies the disclosing party of such action to give the disclosing party the opportunity to seek any other legal remedies to maintain such information in confidence.

10.3 All Confidential Information disclosed hereunder will be and remain the property of the disclosing party and the receiving party shall (at the disclosing party's election) promptly destroy or return to the disclosing party any and all copies thereof upon termination or expiration of this Agreement and/or at any time upon the written request of the disclosing party unless retention of a copy of such data is required by law. Upon the request of the disclosing party, the receiving party shall certify any such destruction in writing. Termination of this Agreement shall not relieve the parties of confidentiality obligations set forth herein with respect to Confidential Information disclosed prior to the effective date of such termination, and said obligations shall survive the termination of this Agreement for as long as the party possesses any such Confidential Information.

10.4 Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of

the provisions of this Section. Accordingly, in such event, the aggrieved party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the party who has breached or threatened to breach this Section.

10.5 Notwithstanding anything to the contrary in this Agreement, LSH may (i) compile statistical and other information related to the performance, operation and use of the System, Software, Support Services, Customer Data, and other transaction and usage data, and (ii) use data from the System, Software, Support Services, Customer Data, and other transaction and usage data in aggregated form for security and operations management, to create statistical analyses, to improve and enhance the user experience, and for research and development purposes (clauses i and ii are collectively referred to as "Data Analyses"). LSH may make Data Analyses publicly available; however, such Data Analyses will anonymize Customer's identity and shall not incorporate transaction and usage data, Customer Data or other Confidential Information in a form that could serve to identify Customer. LSH retains all intellectual property rights in Data Analyses.

11. Limitation of Liability.

LSH'S ENTIRE LIABILITY ARISING OUT OF THE LICENSING, SALE, ACCESS, USE OR SUPPLYING OF THE SYSTEM, SOFTWARE AND/OR SERVICES TO CUSTOMER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT CAUSING SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

12. General Terms

a. Non-Solicitation. While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.

b. Publicity. Neither party will use the other party's

trademarks, service marks, logos, and/or branding without the other party's prior written consent. Notwithstanding the foregoing, each party may list the other party as a customer or supplier (as applicable) in its marketing and/or investment materials and releases.

c. Assignment. This Agreement may not be assigned, delegated or transferred by either party without the prior written consent of the other party unless such assignment, delegation, or transfer is to: (i) an Affiliate, which for purposes of this Agreement shall mean any entity controlled by, under common control with or controlling such party, with "control" meaning an ownership interest of greater than fifty percent (50%); or (ii) a third party acquiring all or substantially all of such party's stock or assets related to the business described herein, through purchase, merger, consolidation or otherwise. To the extent permitted by this Agreement, this Agreement shall inure to the benefit of the permitted successors and assigns of both parties.

d. Force Majeure. Except for Customer's obligations to pay amounts owed to LSH, in no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign enemies, terrorist acts, labor disputes, strikes, or interruption or failure of electricity or telecommunications services.

e. Notice. All notices to be given in connection with this Agreement shall be in writing and either delivered by hand, sent by facsimile, overnight courier, or sent by certified or registered mail, return receipt requested. Such notices shall be addressed to the applicable party at the address for such party set forth in the signature blocks to this Agreement, or to such other address as a party may designate by notice pursuant hereto.

f. Survival; Severability; Waiver. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term of this Agreement constitutes consent to any subsequent breach.

g. Independent Contractor. In providing Services under this Agreement, LSH will be acting as an independent contractor. Nothing herein shall be deemed or

construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purposes. Neither party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other party except as expressly set forth in this Agreement. This Agreement shall not be construed to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of this Agreement.

h. Compliance with Law; Export Laws. The parties shall comply with applicable requirements of all federal, state, and local laws, ordinances, codes, and regulations, including, but not limited to, those related to export compliance in performing its obligations under this Agreement. Further, the parties shall comply with all applicable U.S. export control laws and regulations and U.S. sanctions and anti-boycott laws. Customer shall not use the System or the Services, and will not permit the System or the Services to be used for, any purposes prohibited by U.S. law. LSH may suspend Services and access to the System and/or terminate this Agreement in the event that LSH is required to do so by any law, regulation or regulatory body.

New York
98

i. Dispute Resolution; Governing Law. Any claim, dispute or disagreement arising out of this Agreement (a "Claim") is governed by the laws of the State of New Hampshire without regard to conflict of law provisions and shall be resolved as follows: (a) The parties shall attempt to resolve any Claim promptly by negotiation between executives who have authority to settle the Claim. Within

30 days after delivery of a notice of Claim from either party, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Claim. All such negotiations shall be treated as confidential settlement negotiations for purposes of applicable rules of evidence. (b) Any Claim not resolved pursuant to the preceding paragraph shall be resolved by a New Hampshire state or federal court, and the parties irrevocably consent to this jurisdiction and those courts for all Claims. In any litigation relating to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, in addition to any other relief awarded.

New York
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j. End User Devices. LSH shall not be responsible or liable for any illegal or unauthorized access to or release of any end user data from any end user's device (such as but not limited to cell phones, tablets, and PC's) whatsoever, including, but not limited to, any access or release arising from the accessing of an end user's login credentials and/or login to an end user's account(s) by malware, viruses, or worms for malicious or criminal activities.

k. Entire Agreement. This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, and sets forth the entire agreement between LSH and Customer with respect to the subject matter hereof. No amendment, modification or change may be made to this Agreement except by written instrument signed by each party.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this Agreement as of the date set forth above.

LSH Holdings, LLC

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

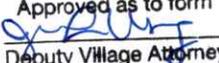
Date: _____

Date: _____

Notification Address

Customer Notification Address

Attention: Legal Contracts
8125 Sedgwick Way
Memphis, TN 38125

Approved as to form

Deputy Village Attorney

SCHEDULE 1

to Master Services Agreement Legal-X and Expert Bill Review

1. Description of the Legal X System

Legal-X® is LSH's proprietary web based legal spend management solution that includes e-billing capabilities, rules based automated invoice validation of invoices submitted to the System by Customer's Designated Service Providers, advanced reporting tools and financial data and matter management capabilities.

2. Description of the Invoice Review Services.

LSH will utilize its expertise in the auditing of invoices submitted to Customer by its Designated Service Providers seeking payment from Customer for services rendered, and associated costs and disbursements. LSH shall review and monitor such Designated Service Providers invoices to determine the extent of compliance with Customer's billing guidelines ("Service Provider Firm Guidelines"), and to identify specific deviations from those guidelines. LSH shall provide the Invoice Review Services in accordance with the instructions provided by Customer. Customer shall at all times retain the ultimate discretion and authority to amend, modify, construe, and interpret its Service Provider Guidelines, and to determine whether any request for payment of a Designated Service Provider's fees or associated costs and disbursements should be approved or denied. LSH understands and agrees that Customer's instructions as to the processing and determination of any and all Designated Service Provider invoices submitted to LSH pursuant to this Agreement shall be final.

3. Reports

Standard reports are available on a self-service basis. Customer may request reports by submitting a written request to LSH. In response, LSH will prepare a Statement of Work or other documentation that sets forth the effort required to produce such reporting.

4. Fees and Payment.

A. For the performance of the Audit Services as specified herein, Customer agrees to pay LSH a fee equal to 2.0% of the gross monetary amount of Designated Service Providers' invoices audited by LSH (including such Service Provider fees, costs, and disbursements).

B. LSH will not charge Customer's Designated Service Providers any invoice submission charges for Customer's invoices or other additional fees without Customer's or Designated Service Provider's prior written consent.

C. LSH shall invoice Customer for Legal-X System and Audit Services rendered on a monthly basis. Such invoices shall identify the gross monetary amount of Designated Service Provider invoices audited on Customer's behalf in the preceding month. Customer shall pay LSH's invoices within thirty (30) days of receipt.

5. Training.

A. At no additional cost to Customer, LSH will provide Customer with an initial training session in connection with Customer's use of the System which shall address the following: (i) general system usage, (ii) invoice retrieval, and (iii) business intelligence.

B. At no additional cost to Customer, LSH will provide Customer's Designated Service Providers with the following web-based training in connection with their use of the System: (i) initial training for electronic billing, and (ii) follow up training in electronic billing on an as needed basis.

C. Additional training may be delivered by LSH if requested by Customer at LSH's then standard hourly/per diem rates. Scheduling of training shall be by mutual agreement of LSH and Customer.

D. Customer shall pay for the reasonable and verifiable travel, lodging and meal expenses of LSH's employees who provide any on-site training services for Customer or its Designated Service Providers in accordance with the terms of the Agreement.

Schedule 2

LSH Security Terms

These terms (the “Security Terms”) set forth LSH and Customer data privacy and security and compliance obligations. Capitalized terms not defined in these Security Terms have the meaning given to them in the Terms.

1. Regulatory Compliance.

a. General. Customer shall be responsible for compliance with all state and federal laws and regulations governing healthcare providers, banks or other financial institutions; and regulatory disclosure requirements, including, but not limited to, any disclosure to its end users with respect to privacy, financial and other legal notices and disclosures to its end users and to obtain all required consent from its end users to use the Products and Services. LSH shall comply with federal and state rules and regulations as they relate to vendors of Internet banking and healthcare services. In the event that there is a significant change in the manner by which the Products and Services can be delivered as a result of a change in regulatory requirements, LSH and Customer shall, in good faith, work together to remediate any disparities in the provisioning of the Products and Services. If either party determines that LSH’s continued provision of the Products and Services is not technically or commercially feasible due to a change in regulatory requirements, that party may elect to terminate these Terms, by providing the other party with thirty (30) days prior written notice. In the event that compliance with a change in state regulatory requirements requires any material expenditure of time or resources by LSH, Customer may pay for additional Professional Services.

b. Interagency Guidelines. To the extent applicable to the nature of the Products and Services, LSH represents and warrants that it has implemented and maintains information security practices designed to meet the objectives of the Gramm Leach Bliley Act, Section 501(b) (15 U.S.C. 6801) and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information and Rescission of Year 2000 Standards for Safety and Soundness (together, the “Guidelines”).

c. HIPAA, HITECH. To the extent applicable to the nature of the Products and Services, LSH represents and warrants that its Products and Services are compliant with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including the processing of Protected Health Information (“PHI”) as defined by HIPAA, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”). A copy of LSH’s Business Associate Agreement is available upon request.

d. CCPA. To the extent applicable to the nature of the Products and Services, LSH represents and warrants that its Products and Services are compliant with the California Consumer Privacy Act of 2018, as amended (“CCPA”), including the processing of personal information as defined by the CCPA.

e. SBA. To the extent applicable to the nature of the Products and Services, LSH represents and warrants that its Products and Services are compliant with the Small Business Administration Data Privacy Protection Standards and Policy of 2020.

f. Law Enforcement. If law enforcement requests access to Customer Material via a validly issued subpoena, an investigative demand or warrant, Customer hereby expressly authorizes LSH to share information about Customer and its Customer Material with law enforcement.

2. Confidentiality.

a. Generally. "Confidential Information" means any and all information and material disclosed by one party (the "Discloser") to the other party (the "Recipient") including but not limited to Customer Materials, trade secrets, know-how, inventions, techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, documents, and other technical, business, product, marketing, customer, financial information, or any other information the Recipient knows or ought to know is confidential due to its nature. Recipient shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, other than to its employees, agents and consultants who need to know such information and who are bound by restrictions no less restrictive than those set forth herein. Recipient shall take the same degree of care that it uses to protect its own confidential information of similar nature (but in no event less than reasonable care) to protect the confidentiality thereof. Confidential Information does not include information that (i) is or becomes generally known by the public (other than as a result of its disclosure by a party to these Terms), (ii) was or becomes available to a party on a non-confidential basis from a person not otherwise bound by these Terms or is not otherwise known to be prohibited from transmitting the information, or (iii) is independently developed by the parties, provided that the party claiming an exception shall have the burden of establishing such exception.

b. Consumer Information. LSH acknowledges that Customer's Confidential Information may include nonpublic personal information ("Non-Public Information") as defined by the Gramm-Leach-Bliley Act (15 U.S.C. §6809) and regulations promulgated thereunder. LSH agrees not to use or disclose such Non-Public Information other than to carry out the purposes for which such Non-Public Information is disclosed to LSH. Customer's Confidential Information may also include Customer's Consumer Information (as defined below). "Consumer Information" means any personally identifiable record, or compilation of records, about an individual, whether in paper, electronic, or other form, which is a consumer report or is derived from a consumer report and which is maintained or otherwise possessed by or on behalf of Customer for a business purpose. LSH shall properly dispose of Consumer Information in a manner designed to be consistent with the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Member Information (12 C.F.R. §717.83 and 12 C.F.R. §748, Appendix A) and the Final Rules implementing Section 216 of the Fair and Accurate Credit Transactions Act of 2003 (15 U.S.C. §1601) as promulgated by the Interagencies and the NCUA, as amended from time to time.

3. Security.

a. Security Measures. LSH has implemented and will maintain commercially reasonable administrative, physical and technical safeguards and security measures (collectively, "Security Measures") that are designed to ensure the security of Customer Materials. LSH's Security Measures include, without limitation: (i) access controls to information systems and physical

locations where Customer Materials are stored, (ii) fraud prevention controls, (iii) encryption of electronic information, (iv) segregation of duties, (v) appropriate employee background checks, and (vi) incident response policies and procedures for suspected or actual unauthorized access to Customer Materials or systems, including appropriate reporting to regulatory and law enforcement agencies. As part of LSH's provision of the Products and Services, Customer may be required to comply with certain Security Measures.

b. FFIEC. Upon request, LSH will provide to Customer a description of its Security Measures (i.e., the SSAE18 Report). To the extent applicable to the nature of the Products and Services, LSH may be subject to periodic examinations from federal and state agencies, which may include examination under the Federal Financial Institutions Examination Council Guidelines (the "FFIEC Guidelines"). Results of any examinations under the FFIEC Guidelines are distributed to Customer at the discretion of and by the applicable federal supervisory agency.

c. Security Breach Notification. Unless precluded by law, regulation or law enforcement, LSH agrees to notify Customer of any Security Breach (as defined herein) of Customer's or its end users' data within forty-eight (48) hours following discovery. "Security Breach" means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Personal Information (as defined herein) maintained by LSH on behalf of Customer. "Personal information" means unencrypted first name or first initial and last name and one or more of the following: Social Security Number; driver's license number or state identification card number; or account number, credit or debit card number in conjunction with required security code, access code, or password that would permit access to a Customer end user's healthcare or financial account.

4. Export Laws. Customer's use of the Products and Services is subject to compliance with United States and other applicable export control and trade sanctions laws, rules and regulations, including without limitation, the U.S. Export Administration Regulations, administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), the Foreign Corrupt Practices Act ("FCPA") and U.S. trade sanctions, administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws"). Customer will not export, re-export, download or otherwise transmit the Products and Services, or technical data relating thereto, in violation of any applicable Export Control Laws. In particular, Customer acknowledges that the Products and Services, or any part thereof, may not be exported, transmitted, or re-exported to, or otherwise used in: (a) any country subject to a U.S. embargo or comprehensive trade sanctions or that has been designated a state sponsor of terrorism by the U.S. Government ("Sanctioned Countries"); or (b) anyone identified on any U.S. Government restricted party lists (including without limitation, the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List, administered by OFAC, and the Entity List, Denied Persons List, and Unverified List administered by BIS) (collectively, "Restricted Party Lists"). By purchasing a Product or Service, Customer represents and warrants that it is not located in any Sanctioned Country or on any Restricted Party List. Customer acknowledges that the Products and Services may not be available in all jurisdictions and that Customer is solely responsible for complying with applicable Export Control Laws, including Customer's transfer and processing of Customer Material and the region in which any of the foregoing occur.

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 27, 2025
Re: Sale of a portion of the property known as 220 West Sunrise Highway

Utilizing the Costar Commercial Real Estate program, the Village has actively listed a portion of 220 West Sunrise Highway encompassing the areas of power plant one and adjacent parking facilities (other than the Electric Department Administrative Building, the water well in front of said buildings and Hose Company 4) for sale and/or development. *Attached hereto, made a part hereof is a schematic of the area listed for sale.* For the past four hundred plus days (400 +) the property has been on the Costar program and advertised throughout the United States. The property was appraised at approximately 8 million dollars.¹

During such time, the Village has received four inquiries for the property. One from Atlantic Auto Group for a Genesis Dealership, an inquiry from Mill Creek Development (this office initially spoke to Mill Creek in relation to the DOT parcel) and two separate developers representing Storage Facilities. Atlantic Auto Group initially proposed to purchase the property for 6.2 million and change, but rescinded its offer as a changing economy and car prices, coupled with rising interest rates made such development not-viable.

In our very brief discussions with Mill Creek, they believed that the property would not be suited for residential use, but better suited for commercial and were not interested. One storage facility company looked at the property, but decided not to pursue it. The last developer, Blueprint Development Corporation out of Melville, examined the property and has expressed an interest in purchasing the property for \$7.3 million dollars.

We have met with the developer and they wish to place a storage facility on the site, conforming with the current Business B zoning (adhering to height and various setbacks) attached to the premise, but would require a parking variance. As the issue of parking variances has been before the Zoning Board of Appeals, the Board has normally granted variances because the parking is transitory on the property and would not normally present an issue. The Building Department was at the meeting and also did not see an issue with a storage facility on the premises.

The development would not disturb the Electric Department's administrative building and further would not disturb Hose 4 and would provide additional space for Hose 4. We have discussed that with an Ex-Captain of Hose 4 as well. The parking lot would be encumbered by an easement in

¹ It is important to note that State law does not specifically prescribe how Villages are to sell property. That is left to the discretion of the Village Board. The one restriction pertains to the purchase price and the method in which such price may be computed. For example, the Attorney General has opined that purchase prices should not go below 5-10 percent of the appraised value.

favor of the Village and would permit Village vehicles to park as needed and the Village would retain control over the driveway.

As a practical matter, the two engines within power plant one are ending the useful life of its Title V permits (which permit the units to operate only for emergencies) and based upon discussions with the State, the Title V permits would face very intense scrutiny if the Village attempted to renew said permits. One only has to look at the issues in Rockville Centre as a guide. That being said, the engines do provide 3 megawatts of power and that is included in the Village's reports to NYISO and provide a credit of sorts to the Village. However, the Village has just installed a micro-grid at the premise and that unit's produces 4 megawatts of power. In a discussion with the Superintendent of the Electric Utility and with Jeff Genzer, the Village would seek to have the 4 megawatts substituted in for the two engines within power plant one. Both parties did not think it would be an issue, and that would be handled by Jeff Genzer to develop the wording, etc.

The removal of the engines would be borne by the Village as a capitol plan, and subject to competitive bidding.

Since the initial contact, the Village has been in discussions with the attorneys for Blueprint and we have drafted a contract for the sale of the premises. The contract is essentially the same that has been utilized by the Village in the past; is for 7.3 million dollars and it is an all-cash transaction.

If approved by the Board, we would anticipate a three (3) month turnaround from contact signing to closing. It is important to note that the Village Budget includes roughly 5.3 million for a property sale (this particular sale) in the current fiscal year. This sale would satisfy that budgetary number and leave a surplus of roughly 2 million dollars in said line. Thus, greatly ensuring a structurally balanced 2025-2026 budget.

I have attached a schematic of the area, and a contract of sale (which the developer is signing as I type and it is aware that it is subject to Board approval). If this meets with your approval, please place before the Board for its review and action (including declaring the parcel surplus and awarding the contract).

If this meets with your approval, please place before the Board for its review and action.



Howard E. Colton
Village Attorney

HEC:

enclosures

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 Blueprint Community Development, LLC, a New York Limited Liability Company with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747; and

WHEREAS, Blueprint Community has agreed to purchase the premises, 220 West Sunrise Highway (excluding the Administration Building and Hose Co. #4), Section 54/ Block 73/ Lot 126 and part of Section 54/ Block 73/ Lot 50, "as is" for the amount of Seven Million, Three Hundred Thousand Dollars (\$7,300,000); 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 improved by an obsolete power plant; and

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

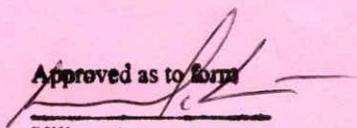
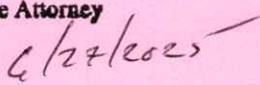
WHEREAS, the Village will be represented in the closing by the Village Attorney's Office; and

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 Bluepoint Community Development, LLC, a New York Limited Liability Company with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747, for the premises, 220 West Sunrise Highway (excluding the Administration Building and Hose Co. #4), Section 54/ Block 73/ Lot 126 and part of Section 54/ Block 73/ Lot 50, "as is" for the amount of Seven Million, Three Hundred Thousand Dollars (\$7,300,000).

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


PURCHASE AND SALE CONTRACT
("Contract")

This Contract is entered into as of _____ (the "Effective Date") by The Incorporated Village of Freeport, New York, a political subdivision of the State of New York ("Seller"), and Blueprint Community Development LLC, a New York Limited Liability Company (being formed) with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747 and/or its assigns ("Purchaser").

WITNESSETH :

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below) in accordance with the following terms and conditions:

1. Property. The property will comprise the following.

(To Be Inserted and will note the easements for the Freeport Fire Department and all uses to the southern portion that is not being sold)

The Land and other items described in the preceding paragraph together constitute the "Property."

2. Purchase Price. The purchase price ("Purchase Price") will be \$7,300,000.00 subject to adjustments as provided herein. The Purchase Price will be payable to the Seller in cash or by wire transfer of good funds to the Title Company for payment to the Seller at Closing (as defined below).

3. Earnest Money and Designation of Title Company.

(a) Earnest Money. Within 5 business days after the Effective Date, Purchaser will deposit with East Coast Abstract ("Title Company") the sum of \$600,000. as earnest money hereunder (the "Earnest Money") on contract and \$800,000.00 5 days after Due Diligence is over. The Title Company will deposit the Earnest Money in an interest-bearing account, with interest credited to Purchaser and will become part of the Earnest Money for all purposes under this Contract. The entire Earnest Money will be applied toward the Purchase Price at Closing or will be otherwise held and disbursed as herein provided. The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and will become part of the Earnest Money for all purposes under this Contract. The entire Earnest Money will be applied towards the Purchase Price at Closing or will be otherwise held and disbursed as herein provided.

4. Purchaser's Due Diligence

(a) Purchaser shall have a period of 60 days, running from the Effective Date, to satisfy itself regarding the suitability of the Property for Purchaser's acquisition (the "Due Diligence Period"). Purchaser shall have the right, at its own cost and expense, to investigate any and all matters related to its acquisition of the Property, including, but not limited to, Seller's ability to convey marketable and insurable title to Purchaser at Closing and the environmental conditions of the Property. Purchaser shall have the right to conduct such inspections of the Property as is reasonably necessary for its evaluation thereof (collectively, the "Purchaser Investigations"). This includes, without limitation, the right to conduct a Phase I and Phase II environmental site assessment, geotechnical probes and borings, a review of a title commitment or title report for the Property (the "Title Commitment"), a survey of the Property (the "Survey"), and other customary inspections.

(b) During the Due Diligence Period, Purchaser may object in writing (such written notice being a "Buyer Objection Notice") to any impediments to development, impediments to rehabilitation, environmental issues, liens, encumbrances, and other matters reflected by any inspection, any report, the Title Commitment, the Survey or any other survey of the Property, or any updates to any of the foregoing. All such matters to which Purchaser so objects shall be "Non-Permitted Exceptions"; all such matters for which no such objection notice is given during the Due Diligence Period shall be "Permitted Exceptions".

(c) Except as otherwise provided in this paragraph, Seller may, but shall not be obligated to, at its cost, cure, remove or, with Purchaser's consent, insure around ("Insure Around") all Non-permitted Exceptions. Seller shall provide written notice (the "Seller Response") to Purchaser within ten (10) days after Purchaser receives the Buyer Objection Notice informing Purchaser of those Non-Permitted Exceptions and Seller elects to cure, remove or seek to Insure Around those Non-Permitted Exceptions or Seller elects not to cure, not to remove or not to seek to Insure around. If Seller fails to provide the Seller Response, then Seller shall be deemed to have elected not to cure, remove or seek to Insure around any of the Non-Permitted Exceptions.

(d) If Seller elects not to cure, remove or seek to Insure Around any such Non-Permitted Exceptions in the Seller Response or fails to deliver the Seller Response, then Purchaser shall have the right to terminate this Contract within ten (10) days after receipt of the Seller Response (or ten (10) days after the deadline for the delivery of the Seller Response if Seller fails to deliver the Seller Response) by providing written

(e) Seller shall be obligated to cause all of the Non-Permitted Exceptions Seller elects to cure in the Seller Response to be removed, cured or Insured Around on or prior to the Closing Date. If Seller does not cause all of the Non-Permitted Exceptions to be removed, cured or Insured Around on or prior to the Closing Date (other than the Mandatory Cure Items, which shall in all instances be removed, cured or Insured Around on or prior to the Closing Date), then Purchaser may elect to either (i) terminate this Contract, in which event the Title Company shall immediately return the Earnest Money to Purchaser without any additional authorizations or approvals of any kind being required, and neither party shall have any further rights or obligations under this Contract except for those which expressly survive termination, or (ii) proceed to Closing, in which event the Non-Permitted Exceptions (other than the Mandatory Cure Items) shall be Permitted Exceptions. Notwithstanding anything in this Contract to the contrary, in no event shall any mortgage, deed of trust, judgment lien, mechanic's or materialman's lien, or other lien or encumbrance securing indebtedness or removable by payment of a sum of money, or any new lien, encumbrance or other matter that is not reflected by the initial Title Commitment or the Survey but is reflected by an updated title commitment or survey, except in all cases any such lien results from acts or omissions of Purchaser or any Purchaser Consultant connection with Purchaser Investigations or otherwise (collectively, the "Mandatory Cure Items"), be a Permitted Exception, regardless of whether or not Purchaser objects to any such Mandatory Cure Item; provided, however, that if Purchaser approves any new lien, encumbrance or other matter in writing, such new lien, encumbrance or other matter shall no longer constitute a Mandatory Cure Item and shall thereafter be a Permitted Exception hereunder.

(f) Purchaser may terminate this Contract at any time during the Due Diligence Period for any reason if the Property is not suitable for Purchaser's planned development, based upon environmental, design, or engineering reasons. The only exception shall be for engineering or environmental concerns that the Seller has elected to cure as more fully set forth herein.

(g) In the event that Purchaser identifies one or more environmental (including wetlands) or engineering conditions upon which it would seek to terminate this Contract, Purchaser shall send written notice to Seller prior to the expiration of the Due Diligence Period, setting forth the conditions due to which Purchaser would seek to terminate the Contract. Within ten (10) business days of receipt of such notice, Seller shall inform Purchaser of whether Seller is willing to cure or remove the conditions identified by Purchaser.

(h) In the event that Seller elects to cure or remove the conditions, prior to Closing, Seller shall remove, cure or remediate the conditions in a manner that permits Purchaser to develop the Property in accordance with the site plan and building permit application Purchaser submits to the Village of Freeport Building Department, without an

Diligence Period based upon the limited reasons specified in this Section 4(d), and in the event that Seller is unwilling or fails to cure or remedy the defects identified by Purchaser as required herein, then this Contract shall terminate. If this Contract is terminated as set forth in the preceding sentence, Seller's Attorney shall immediately return the Earnest Money to Purchaser without any additional authorizations or approvals of any kind being required, and the parties shall have no further obligation under this Contract.

(j) During the Due Diligence Period, and continuing until Closing or the earlier termination of this Contract, Purchaser shall have the right to enter onto the Property, upon notice to Seller, but shall not have to procure the insurance set forth herein. Purchaser's Consultants (defined below) shall have the right to enter onto the Property and conduct the Purchaser Investigations upon notice to Seller, but Purchaser's Consultants must procure the insurance set forth below prior to entering upon the Property. Seller shall cooperate with Purchaser to secure access to the Property at reasonable times. Prior to any entry upon the Property by Purchaser's contractor, agent, employee, consultant or other third parties at Purchaser's direction (each a "**Purchaser Consultant**"), any Purchaser's Consultant entering the Property will deliver to Seller evidence that Seller is included as an additional insured on a primary and noncontributory basis on Purchaser's Consultant's liability insurance coverage issued with combined single limits of not less than One Million Dollars (\$1 000,000) per occurrence. Any Purchaser's Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than Two Million Dollars (\$2, 000,000) and shall, on Seller's request, provide evidence that Seller is named as an additional insured on such policy prior to entering the Property. Any seller delays in allowing access to the property for due diligence will cause an equal extension of time for Due Diligence to the buyer.

(k) Purchaser hereby indemnifies and holds harmless Seller from and against any and all actual losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests. If Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.

5. Approvals and the Process for Filing for the Village Approvals. Purchaser's obligation to purchase the Property and proceed to Closing (as defined in paragraph "10" below) is expressly contingent upon Purchaser's receipt of the Village

A. A grant of all zoning relief requested, either by way of action by the Freeport Zoning Board of Appeals ("the Zoning Board") or by way of waivers issued by the Superintendent of the Freeport Department of Building ("the Superintendent") pursuant to authority granted to the Superintendent to so act by the Village Code;

B. Agreement as to terms of a Services Agreement with the Village of Freeport so that the Village receives 100% of the Village taxes that would be assessed against and levied upon the Property for Village municipal purposes, notwithstanding the grant of any financial assistance within the meaning of the General Municipal Law of the State of New York that is satisfactory to the Purchaser.

It is expressly understood by the parties that the Closing is not conditioned on the Purchaser's receipt of an administrative building permit from the Seller authorizing the construction for the Purchaser's Use.

In furtherance of the provisions of this Section 5, and without limiting the generality thereof, or the obligation of the purchaser to close, Seller agrees that Purchaser shall be authorized, on behalf of Seller as the owner of the Property, to attend and appear before any Village board or department or Other Agencies relating to the Project. Further, Seller shall cooperate with Purchaser in the prosecution of applications ("Applications") to obtain the Approvals and applications (the "Other Agencies Applications") to obtain permits, licenses, approvals, authorizations, benefits, subsidies, tax incentives, and grants from all Other Agencies with respect to the Project. Seller shall execute and authorize the filing of all Applications and Other Agencies Applications.

Purchaser shall, within **TEN (10) business** days after the Effective Date, file an application with the Freeport Department of Buildings seeking a building permit for the Project. The Superintendent shall review the application forthwith and shall issue a denial letter promptly setting forth any zoning variances that would be required in connection with the construction of the Project. Once the denial letter is issued (assuming one is issued), the purchaser will have **TEN (10) business** days to file its application for any necessary variances with the Zoning Board and/or its application for waivers from the Building Superintendent. Upon receipt of such applications, the Zoning Board shall calendar and hold a hearing on the application at its next available public hearing and the Building Superintendent shall review and provide a written determination upon any requested waivers within five days of the receipt of any such application.

6. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, certain rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions and any easements or rights of way agreed to by the

permits. Seller will make sure that all machinery, engines, etc shall be removed prior to closing.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

Seller hereby further represents, warrants and covenants to Purchaser as follows:

(a) No Actions. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or another governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized and do not, and, at the Closing Date, will not, result in a breach of any applicable law, ordinance or regulation, or result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. This Contract has been duly executed by Seller. No consent of any lender or any other party is required for Seller to enter into this Contract or perform its obligations hereunder. This Contract constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will operate, maintain and manage the Property in the same manner as operated, and maintained. Except for the removal of the diesel engines, Seller shall not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and will maintain its existing insurance policies for the Property. **Land will be delivered free and clear of any debris.**

(d) No Rezoning or Moratoria. Seller covenants that except as provided in Section 5 and otherwise requested or approved by Purchaser in its sole and absolute discretion, Seller will not initiate, seek, permit or approve any rezoning of the Property. In addition, Seller shall not impose a moratorium on the Property or affecting the Property that will inhibit, preclude or in any manner jeopardize the development of the Project as designed and contemplated by the Purchaser. This shall survive Closing.

(e) Insurance. From the Effective Date through the Closing Date, Seller will

the Property. No person occupies the Property or any portion thereof other than Seller.

(f) Agreements. Seller is not a party to any service or other contracts affecting the Property.

(g) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property do not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(h) Environmental.

(1) The seller has complied with all Environmental Requirements. To the best knowledge of Seller, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property or previously located on the Property and subsequently removed.

(2) To the best knowledge of Seller, prior to Seller's acquisition of the Property, there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of Hazardous Materials, or sumps, or on-site wells.

(3) To the best knowledge of Seller, there have been no Hazardous Materials on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

(4) Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action or (iii) any release or threatened release of a Hazardous Material. "**Remedial Action**" means all actions were undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat, or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care and (z) respond to or correct a condition of

(6) Seller will indemnify, defend and hold Purchaser harmless from any claims, causes of action, losses, damages, demands, judgments, settlements, fines, penalties, expenses and liabilities of every kind, including all expenses of litigation and attorneys' fees: (i) arising from a breach of any Seller representation or warranty set forth in this Contract; (ii) arising from a breach or default under any covenants or agreements set forth in this Contract; or (iii) incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements.

(i) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting or contemplated against the Property.

(j) OFAC Compliance. The seller has not been and will not be a person or entity described by Sec. I of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(k) Untrue Statement. None of the representations, warranties or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading. Seller shall notify Purchaser if any of Seller's representations or warranties under this Contract are or become untrue promptly upon Seller's discovery thereof.

7. Closing Conditions: Purchaser's purchase of the Property is subject to the satisfaction of the following conditions prior to Closing (collectively, the "**Closing Conditions**"):

(a) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be

required by this Contract, and the Title Company will deliver the Title Policy, or the Title Company's commitment to issue the Title Policy, to Purchaser. Purchaser shall accept the Property with all existing improvements thereon and shall be solely responsible for the removal/demolition of any structures or improvements following the Closing of title. The Property will be vacant, unoccupied, and unencumbered by any leases, licenses or other similar agreements at Closing.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling, or charge would: (i) prevent the consummation of this Contract; (ii) cause this Contract from being rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, control, rehabilitate and develop the Property for Purchaser's Use in accordance with the Purchaser's design specifications as contemplated herein and as detailed in the Purchaser's building permit application and the time for commencement of any such action, suit or proceeding will have lapsed. The terms "action, suit or proceeding" as set forth in this paragraph include, but are not limited to, an Article 78 special proceeding and any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency. In the event an Article 78 special proceeding or any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency is commenced, Purchaser, at Purchaser's option, may cancel this contract or adjourn the Closing until the satisfactory resolution, as determined by Purchaser, of any Article 78 special proceeding or any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency. This shall survive Closing.

(e) Receipt of Village Approvals. Purchaser will have received all Village Approvals in accordance with Section 5 above.

If any Closing Condition is not satisfied by the Closing Date, Purchaser must notify Seller. Seller can choose to fix the issue, but if they don't, Purchaser can either:

- (i) Terminate this Contract by notifying Seller,
- (ii) Proceed with the transaction, or
- (iii) If Seller's failure is a default, exercise remedies under this Contract.

If Purchaser terminates under (i), the Earnest Money will be refunded immediately to Purchaser without further authorization, and both parties will have no further obligations except as stated herein.

10. Closing. The closing ("**Closing**") will take place through an escrow with the Title Company on the date ("**Closing Date**") that is on or about **90 days** after the Effective Date. A party to this Contract will not be required to be present in person at the Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing, provided that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the

pending at the end of the ninety-(90) day period. Such litigation can extend the closing past such period. The parties will discuss closing while the decision is pending. Such closing shall occur if there is no opposition to said proceeding.

11. Seller's Obligation at Closing. At the Closing, Seller will furnish or deliver, or cause to be furnished or delivered into escrow with Title Company, at Seller's expense, the following instruments and documents, duly executed and notarized (as applicable):

(b) Deed. A Warranty Deed covering the Property (the "**Deed**"), in the form attached as **Exhibit "B"** hereto, which Deed will convey to Purchaser, its designee and/or its assigns good and marketable fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(c) Title Policy. An ALTA Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by **East Coast Abstract and Freedom Land** insuring good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions, and further:

(i) Seller will comply with all Schedule 8 General Requirements (and equivalents) reflected on the Title Commitment, and such requirements will be removed;

(ii) All standard exceptions reflected on the Title Commitment will be removed;

(iii) There will be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the Survey, unless agreed to by the parties and contained within this contract and Deed; and

(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(d) Bill of Sale. A bill of sale in the form attached as **Exhibit "C"** hereto.

(e) Transfer Tax Declarations. Transfer tax declarations in the form required by applicable governmental authorities.

(f) Seller's Representations Certificate. A certificate indicating that Seller's representations and warranties are true and correct as of the Closing Date.

(g) Seller's Affidavit. A seller's affidavit of title in the Title Company's

by all parties with Seller's applicable contracting procedures, the due approval by all necessary municipal bodies or officers of the transactions contemplated herein, and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(i) Closing Statement. A closing statement setting forth the applicable closing adjustments.

(j) A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that the Purchaser is not required to withhold any portion of the Purchase Price for payment to the Internal Revenue Service.

(k) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction, in form and substance reasonably acceptable to Seller.

(l) Possession. Possession of the Property shall be delivered at Closing. Possession of the Property shall be delivered at Closing.

12. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver into escrow with Seller's Attorney, at Purchaser's expense, the following:

(a) Down Payment on Contract: The Down payment on contract, as per provisions of Sections 2 and 13.

(b) Purchaser's Counterparts. Executed counterparts of any necessary transfer and/or tax declarations and the closing statement.

(c) Evidence of Authority. Such documents as may be reasonably required by Seller or Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(d) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction in form and substance reasonably acceptable to Purchaser.

13. Costs and Adjustments.

(a) Taxes and Closing Costs. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities will be prorated between Purchaser and Seller on the basis of the latest available tax assessments. The apportionment of taxes will be on the basis of the tax rate for the current year of Closing (or the preceding year if the current year's statements are not available) applied to the latest assessed valuation.

indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes are assessed, Seller will pay or escrow with Title Company an amount determined by Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for (1) the fees and expenses of their respective attorneys, (2) one-half of the escrow fees charged by Title Company, and (3) one-half of the Survey costs. As Seller is a municipal corporation and prohibited from paying certain fees, Purchaser will pay for the costs of (i) the tax certificates, (ii) all documentary and other real estate transfer and excise taxes payable in connection with the sale of the Property and recordation of the Deed; (iii) all recording fees; and (iv) the Title Policy. Purchaser will pay the premium for any endorsements Purchaser desires to obtain to the Title Policy. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party will be borne by the parties in accordance with the general custom and practice in Nassau County, New York, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties, unless prohibited by law. It is agreed that (i) section 1402-A of the New York State Tax Law does not apply to this transaction and (ii) pursuant to section 1404 of the New York State Tax Law, the Seller shall pay the Transfer Tax at Closing unless the Seller is exempt from the payment of such tax in which case the obligation to pay the Transfer Tax at Closing shall be borne by the Purchaser.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, rentals, public utility charges, maintenance and service charges and all other normal operating charges of the Property, will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(c) Adjustments. If any adjustments pursuant to this Section 13 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

14. Indemnification

(a) Seller agrees to indemnify, defend and hold Purchaser harmless of and from any and all liabilities, claims, causes of action, losses, damages, judgments, settlements, expenses, costs and attorney's fees of any kind which may be incurred by or for the

warranties or covenants set forth in this Contract, in each case except to the extent caused by the gross negligence or willful misconduct of Purchaser.

(b) Purchaser agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, causes of action, losses, damages, judgments, settlements, fines, penalties, demands and expenses, of any kind or nature, including, but not limited to, court costs and reasonable attorneys' fees, arising or attributable to events, facts or conditions first arising or first occurring on or subsequent to the Closing Date and which are in any way related to Purchaser's ownership, maintenance or operation of the Property, except to the extent caused by the gross negligence or willful misconduct of Seller.

(c) The provisions of this Section 14 shall survive Closing.

15. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: (1) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (2) in the event of a casualty, taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a "Material Event" (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$2,000,000.00 or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use of the Property.

16. Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be in writing and will be delivered (except as otherwise provided in this Contract) (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above, and in all such events, properly addressed to the addresses set forth below. Except where otherwise expressly provided to the contrary, notice is deemed given upon delivery (or (i) in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of

Purchaser's Address: C/O Suris & Associates, P.C.
Attention: Christine Raffa J.D.
395 North Service Road
Suite 302
Melville, NY 11747
Email: Ray@Surislaw.com and CRaffa@surislaw.com

Seller's Address: Mayor Robert Kennedy
Incorporated Village of
Freeport 46 North
Ocean Avenue Freeport,
NY 11520
Email: rkennedy@freeportny.gov

With a copy to:

Village Attorney
Incorporated Village of
Freeport 46 North
Ocean Avenue Freeport,
New York 11520
Attn: Howard E. Colton, Village Attorney
Email: hcolton@freeportny.gov

17. Remedies.

(a) If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller, and Purchaser may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations; or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within 10 days after receipt of written notice from Purchaser of such default.

b) If Purchaser fails to close the transaction contemplated hereunder in breach of Purchaser's obligations hereunder, such failure will be an event of default by Purchaser ("**Purchaser Default**") and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from Seller's Attorney the Earnest Money deposited with Seller's Attorney as liquidated damages unless Purchaser brings an action within 30

shall not apply to Purchaser's failure to close on the Closing Date

The Earnest Money is agreed upon by and between Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages and the uncertainty thereof, and no other damages, rights or remedies will, in any case, be collectible, enforceable or available to Seller against Purchaser, and Seller will accept the Earnest Money as Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled.

18. Miscellaneous

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state of New York, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser.

(c) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(d) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(e) Multiple Originals and Counterparts: Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(f) Real Estate Commission. Each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract.

based upon any act, statement, or agreement alleged to have been made by the indemnifying party .

(h) Exclusivity Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not market the property, solicit offers or negotiate or enter into any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns .

(i) Assignment. The Purchaser shall have the option at any time through the date of Closing to assign this Contract to a third party, a single-purpose entity in which the members of the Purchaser shall have an interest, including a limited liability company or corporation.

(j) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday. As used in this Contract, "business day" means any day that is not a Saturday, Sunday, federal holiday or federal legal holiday .

(k) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns .

(l) Waiver of Consequential Damages; Limitations on Damages . Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, diminution in value, punitive damages or incidental damages. Seller agrees that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of the Purchaser or any assignee or affiliate of Purchaser shall be personally liable under this Contract.

(m) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector or otherwise violate any applicable anti- corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser . Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

(n) Confidentiality. Prior to Closing, the terms of this Contract, Purchaser's interest in purchasing the Property, the results of any tests and inspections performed by or on behalf of Purchaser, and any information provided by Seller to Purchaser pursuant to the terms of this Contract, shall be kept and maintained as confidential and shall not be

such parties are directed to maintain the confidentiality of the terms hereof, (b) to establish the rights of either party hereunder, or (c) as compelled by legal process or required by law or an order or requirement of a court, administrative agency or governmental body, provided that the disclosing party hereto shall notify the other party hereto of the facts thereof in writing sufficiently in advance of such disclosure requirement so as to enable the other party hereto to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the other party hereto shall reasonably cooperate with the other party hereto (at the cost and expense of solely the other party hereto) to obtain such protective order or other appropriate remedy. No communication, press release or announcement to the public regarding (i) the existence of this Contract, (ii) the transactions contemplated herein, or (iii) the identity of Purchaser or its constituent members, partners, officers, directors, principals or employees shall be issued or made by Seller without the prior written consent of Purchaser and any information provided by Seller to Purchaser pursuant to the terms of this Contract, shall be kept and maintained confidential and shall not be disclosed by either party to any third party without the prior written consent of the other party. This provision shall not prohibit disclosures:

(a) to the parties' respective attorneys, affiliates, accountants, brokers, capital sources, prospective end users, consultants, contractors, employees, officers, owners or other agents (the "Representatives"), provided such parties are directed to maintain the confidentiality of the terms hereof,

(b) to establish the rights of either party hereunder, or (c) as compelled by legal process or required by law or an order or requirement of a court, administrative agency or governmental body, provided that the disclosing party hereto shall notify the other party hereto of the facts thereof in writing sufficiently in advance of such disclosure requirement so as to enable the other party hereto to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the other party hereto, shall reasonably cooperate with the other party hereto (at the cost and expense of solely the other party hereto) to obtain such protective order or other appropriate remedy. No communication, press release or announcement to the public regarding (i) the existence of this Contract, (ii) the transactions contemplated herein, or (iii) the identity of Purchaser or its constituent members, partners, officers, directors, principals or employees shall be issued or made by Seller without the prior written consent of Purchaser.

(p) Continuing Cooperation. Seller agrees to cooperate with and assist Purchaser in procuring any and all building permits and approvals necessary to commence construction, to assist Purchaser during the construction process, to expedite and facilitate any permit application, and to join with Purchaser in any application or request by Purchaser for post-Closing approvals or permits including the issuance of certificates of occupancy, such that the Project may be built and occupied in accordance with the Purchaser's design specifications as detailed in the Purchaser's building permit application including This provision shall survive Closing.

EXECUTED to be effective as of the Effective Date.

SELLER:

**The Incorporated Village of
Freeport**, a Political Subdivision of the
State of New York

By: _____

PURCHASER:

**Blueprint Community Development LLC, a
New York Limited Liability Company**

BY: _____

[Handwritten Signature]
Approved as to form

Village Attorney

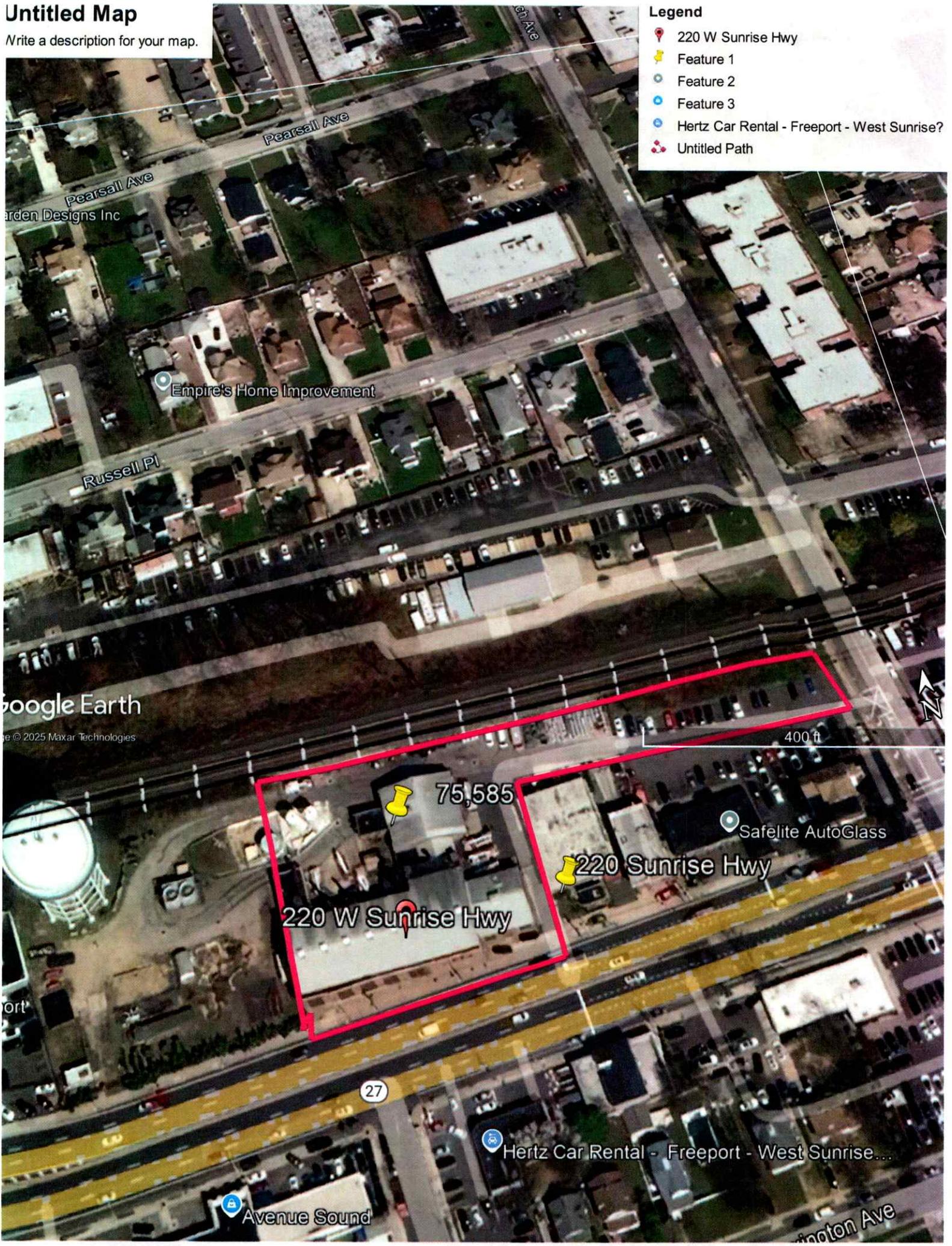
[Handwritten Date]
2/27/2023

Untitled Map

Write a description for your map.

Legend

- 📍 220 W Sunrise Hwy
- 📌 Feature 1
- 📍 Feature 2
- 📍 Feature 3
- 📍 Hertz Car Rental - Freeport - West Sunrise?
- 📍 Untitled Path



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

AGENDA

BOARD OF TRUSTEES' MEETING

June 30, 2025

COMMENTS PERMITTED ON AGENDA ITEMS & GENERAL PUBLIC COMMENTS

At the conclusion of the Agenda, the Mayor and Board will entertain questions and comments on non-Agenda items from the general public.