

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

- e) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Ronald Adams, Hose Co. # 3.
- f) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Steven Dmuchowski, Hose Co. #3.

5. HUMAN RESOURCES – Conor Kirwan

- a) Request approval of the extension of the Collective Bargaining Agreement between the Village of Freeport and the Freeport PBA effective upon ratification through February 28, 2033.

6. VILLAGE ATTORNEY – Howard E. Colton

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

7. VILLAGE COMPTROLLER – Alvin McDaniel

- a) Request approval for the Village Comptroller’s Office to execute the following transfer to the 2025/2026 operating budget:

FROM:

A131504 545700 NON-EMPLOYEE SALARIES \$2,400.00

TO:

A131504 545300 SCHOOLS AND SEMINARS \$2,400.00

8. WATER & SEWER – Robert R. Fisenne

- a) Request approval of the professional services agreement with D & B Engineers and Architects, 330 Crossways Park Drive, Woodbury, New York 11797 for engineering services for the Iron Removal study at the Prince Avenue Wellfield, for a cost of \$18,000.00

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

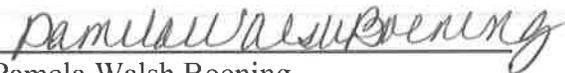
FROM: Pamela Walsh Boening, Village Clerk

DATE: July 24, 2025

RE: Parade & Public Assembly Permit Application
Applicant: Catholic Charities
Dates: August 1, 2025
Time: 10:00 A.M. to 12:00 P.M.
Assembly Time: 9:30 A.M.

Attached please find a copy of a Parade and Public Assembly Permit Application submitted by Lauren Sondey, on behalf of Catholic Charities, 90 Cherry Lane, Hicksville, New York 11801, to hold a Breastfeeding Awareness Walk on August 1, 2025 between the hours of 10:00 A.M. to 12:00 P.M. The participants will assemble at 333 N. Main Street, using the sidewalk travel south on N. Main Street, west on W. Seaman Avenue, north on N. Long Beach Road, east on Craig Avenue, south on N. Main Street, ending at 333 N. Main Street.

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:

Catholic Charities LI 90 Cherry Lane Hicksville NY 11801
Name Address Apt City State Zip
576-733-7000
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

Catholic Charities of LI WIC Program 333 N. Main St. Freeport NY 11550
Organization Name Address City State Zip
576-377-0157
Telephone #

Organization Representatives (Other than applicant):

- | | | |
|---|--|---|
| 1) <u>Lauren Soudley</u>
<small>Name</small> | <u>576-377-0157</u>
<small>Contact Phone#</small> | <u>WIC Program Coordinator</u>
<small>Position</small> |
| 2) <u>Hardyette Cote-Bernardin</u>
<small>Name</small> | <u>576-377-0157</u>
<small>Contact Phone#</small> | <u>Breastfeeding Coordinator</u>
<small>Position</small> |
| 3) _____
<small>Name</small> | _____ | _____ |
| 4) _____
<small>Name</small> | _____ | _____ |

Parade/Public Assembly:

Date Requested: 8/1/2024 Assembly Time: 9:30 AM PM
 Starting Time: 10:00 AM PM Finish Time: 12:00 AM PM

Route/Public Assembly Location:

We want to assemble at 333 N. Main St., Freeport NY 11550.
Location
 The parade will start at 333 N. Main St., Freeport NY 11550 to
Location
Head South on N. Main St to Independence Ave to
Direction/Location
turn right onto W. Semonto Ave turn right onto N. Long Beach Ave.
Direction/Location
Head North on N. Long Beach Ave toward Graig Ave
Direction/Location
turn Right onto Graig Ave to turn Right onto 333 N Main St., Freeport
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? side walk
 b) Only a portion of the width will be occupied, consisting of _____ lanes.

RECEIVED
 2025 JUL 11 A 10:51
 CLERK'S OFFICE
 VILLAGE OF FREEPORT, NY

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

No Stand.

Participants:

What is the approximate number of:

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

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

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: _____

Breast feeding Awareness Month Banner & Signs

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? 50

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.

Paul J. Engelhart
Signature

Sworn to before me this 3rd day of July, 2025

[Signature]
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.

EVE R. ABARCA
Notary Public, State of New York
No. 41-4988110
Qualified in Nassau County
Commission Expires November 4, 2025

Catholic Charities of Long Island 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 sidewalk in Freeport by Catholic Charities of Long Island, whether or not such injury to persons or damage to property are due or claim to be due to any negligence of Catholic Charities of Long Island their employees or agents.

Sign: Paul F. Engelhart
Paul F. Engelhart, COO, Catholic Charities of Long Island

Date: 7/3/25

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

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

Affirmation of Understanding and Awareness

I Paul F. Engelhart acting as an authorized representative of Catholic Charities of Long Island 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.

Paul F. Engelhart
Signature of Applicant

Sworn to before me this 3rd

Day of July 2025

Eve R. Abarca
Notary

EVE R. ABARCA
Notary Public, State of New York
No. 41-4988110
Qualified in Nassau County
Commission Expires November 4, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2025

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 Ecclesia Assurance Company c/o Porter & Curtis 225 State Road Media, PA 19063	CONTACT NAME: Kristln O'Neill PHONE (A/C, No, Ext): 4844457173 E-MAIL ADDRESS: koneill@portercurtis.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CATHOLIC CHARITIES OF THE DIOCESE OF ROCKVILLE CENTRE DBA CATHOLIC CHARITIES OF LONG ISLAND 90 CHERRY LANE Hicksville, NY 11801	INSURER A : ECCLESIA ASSURANCE COMPANY		11952
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** C000258701 **Account:** 000600 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL-2024-1	11/01/2024	11/01/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included	
							MED EXP (Any one person)	\$ Not Covered	
							PERSONAL & ADV INJURY	\$ Included	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ None Applicable
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ None Applicable	
	OTHER:								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The limits include applicable retentions. The Certificate Holder is included as Additional Insured, if required by written contract, with respect to the Breastfeeding Awareness Walk on 08/01/2025.

CERTIFICATE HOLDER Incorporated Village of Freeport 46 North Ocean Avenue 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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Endorsement Number: 28

Policy Number: GL-2024-1

Date Effective: 11/1/2024

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverage Part(s):
GENERAL LIABILITY

SCHEDULE

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

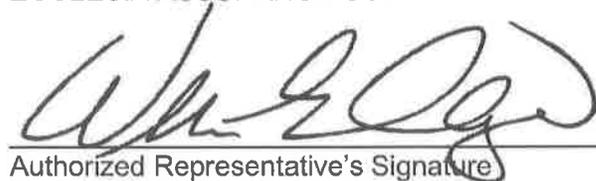
The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

ECCLESIA ASSURANCE COMPANY



Authorized Representative's Signature

9/25/2024

Date

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 Catholic Charities LI

Organization Name

90 Cherry Lane Hicksville New York 11801 516 733-7000
Street 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 it's representatives. The conditions are:

Event: National Breast Feeding Awareness Charity Walk

Date: Friday, August 1st, 2025

Time: 10:00 AM to 12:00 PM

1. Route: The participants will assemble in the parking lot 333 N. Main St. then walk southbound to W. Seaman Ave., then travel westbound to N. Long Beach Ave. thence northbound to Craig Ave. thence travel east on Craig Ave. to N. Main Street then south on N. Main St ending at 333 N. Main St.

The Participants will utilize the sidewalk and will not be permitted to walk in the roadway/shoulder area, except to cross at intersections.

2. Contacts: Applicant: Lauren Sondey 90 Cherry Lane Hicksville, New York 11801.
Telephone # 516 377-0157 ext 307 Alt. Contact Marlyse Bernardin

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 Assistant Chief Michael G. Williams  07/18/2025
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

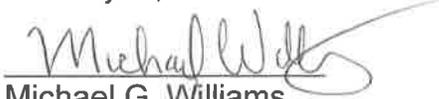
40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: July 18th 2025
RE: National Breast Feeding Awareness Charity Walk
Date: August 1st 2025 **Time: 10:00 AM -12:00 PM**
Rain Date: None

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

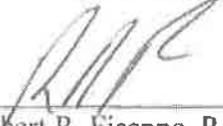
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works

DATE: July 14, 2025

RE: Parade and Public Assembly Permit Application
Applicant: Lauren Sondey / Catholic Charities
Date: Friday, August 1, 2025
Assembly: 9:30 am
Time: 10:00 am – 12:00 noon

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Lauren Sondey on behalf of Catholic Charities to hold a parade promoting National Breastfeeding Month on Friday, August 1, 2025 from 10:00 am to 12:00 noon. The March will assemble at 333 North Main Street, using the sidewalk to travel south on North Main Street, west on West Seaman Avenue, north on North Long Beach Avenue, east on Craig Avenue, south on North Main Street, ending at 333 North Main Street.

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 has been made.



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

C: Benjamin Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Friday, July 11, 2025 4:20 PM
To: Pamela Boening
Subject: RE: 8.1.2025 Catholic Charities Walk

I have reviewed the Parade & Public Assembly Permit application for August 1, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this event will be moving. They indicate that they will be only occupying the sidewalk, with no plans on blocking any streets. 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: Friday, July 11, 2025 12:19 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: 8.1.2025 Catholic Charities Walk

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Thursday, July 17, 2025 12:43 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 8.1.2025 Catholic Charities Walk

Hi Pam,

The insurance is approved for the 8.1.2025 Catholic Charities Walk.

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Friday, July 11, 2025 12:19 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: 8.1.2025 Catholic Charities Walk

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: July 24, 2025

RE: Block Party

Applicant: Sheryl Montour

Date: Saturday, August 2, 2025

Rain Date: Saturday, September 6, 2025

Location: Maryland Avenue between W. Seaman Avenue & Maxson Avenue

Time: 1:00 P.M. to 7:00 P.M.

Attached is a copy of a Block Party Permit Application submitted by Sheryl Montour, to hold a block party on Saturday, August 2, 2025 (rain date: September 6, 2025), from 1:00 P.M. to 7:00 P.M. on Maryland Avenue between West Seaman Avenue and Maxson Avenue. Approximately seventy-five (75) individuals will be attending the event.

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



Pamela Walsh Boening
Village Clerk
Attachments

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

RECEIVED

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

2025 JUL 14 12 4:10
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

DATE OF APPLICATION: 7/1/25

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: 8/2/25 RAIN DATE: 9/6/25

TIME: FROM 1 TO 7 (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Maryland Ave Between Seamen and Maxson

NO. PARTICIPANTS EXPECTED: 75 NO. OF RESIDENCES ON BLOCK: 15 VERIFIED BY: pub

NAME OF CONTACT/ORGANIZATION: Sheryl Montaur

ADDRESS: 81 Maryland Ave, Freeport, NY TEL NO. 646-361-2449

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>Ashley Chauvin</u>	<u>79 Maryland Ave, Freeport</u>	<u>[Signature]</u>
2	<u>Arthur Petzloff</u>	<u>61 Maryland Ave Freeport</u>	<u>[Signature]</u>
3	<u>Monique Petzloff</u>	<u>61 Maryland Ave Freeport</u>	<u>[Signature]</u>
4	<u>Brenda White</u>	<u>75 Maryland Ave</u>	<u>Brenda White</u>
	<u>- Gregg White -</u>	<u>75 Maryland Ave</u>	<u>Gregg White</u>
5	<u>Jose Peña</u>	<u>80 Maryland Ave</u>	<u>[Signature]</u>
6	<u>Lione Lyons</u>	<u>89 Maryland Ave</u>	<u>[Signature]</u>
	<u>Charles Hawkins</u>	<u>203 W Seaman Ave</u>	<u>[Signature]</u>

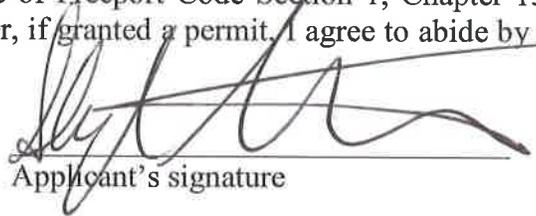
FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT

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.

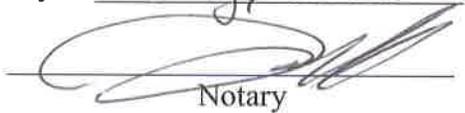
Affirmation of Understanding and Awareness:

I Sheryl Montour acting as an authorized representative of _____ 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 14

day of July, 2025

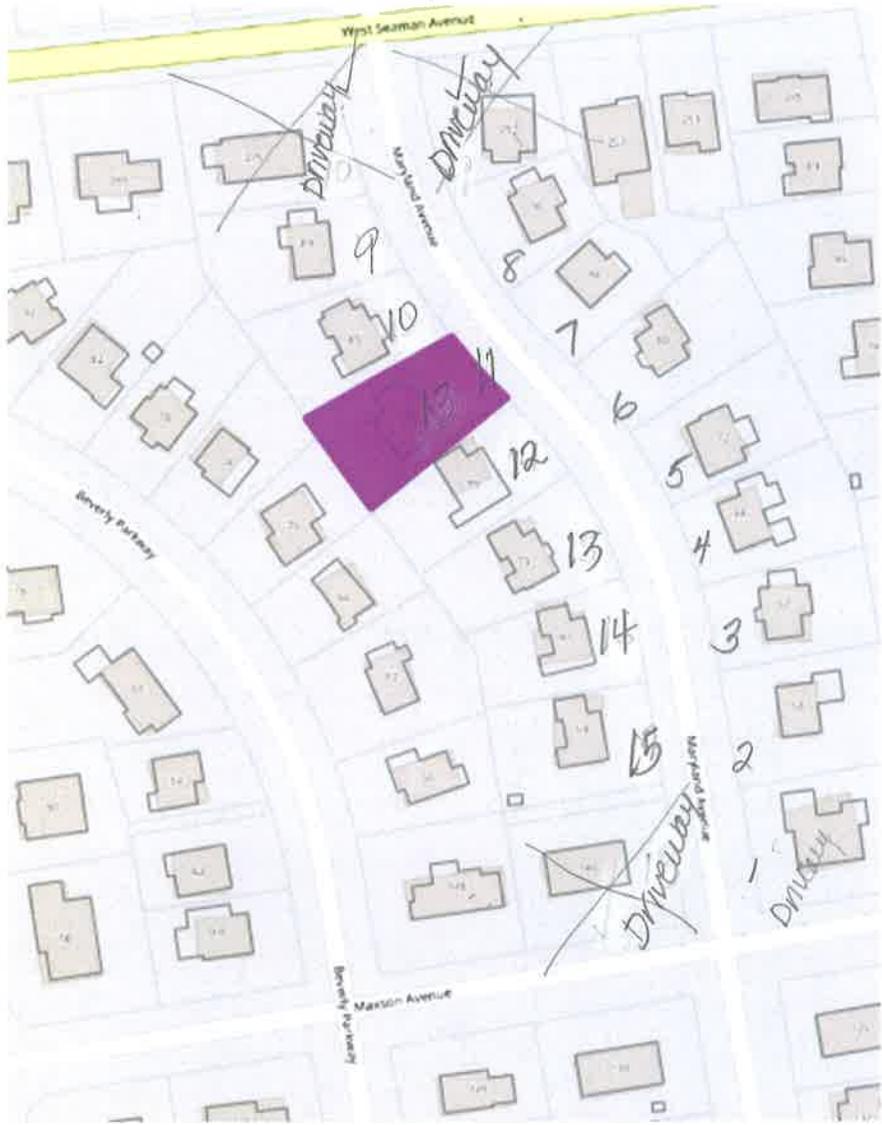

 Notary

Kevin Persaud
 Notary Public, State of New York
 Reg. No. 0IPE0022725
 Qualified in Nassau County
 Commission Expires March 25, 2028

Add more signatures below if required:

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
7	<u>Danny Vanel</u>	<u>50 Maryland Ave</u>	
8	<u>Loretta Marshall</u> <u>Loretta S. Marshall</u>	<u>Freeport NY 11520</u> <u>70 Maryland Ave.</u>	<u>Loretta Marshall</u>
9	<u>Mitchell Sameroff</u>	<u>68 Maryland Ave</u>	
10	<u>Kyshaunya Adams</u>	<u>72 Maryland Ave</u>	
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

12 out 15



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 Sheryl Montour 81 Maryland Ave.

Freeport New York 11520 (646) 363-2441
City State Zip Telephone #

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

BLOCK PARTY ON: MARYLAND AVE. BETWEEN W. SEAMAN AVE. AND MAXSON AVE.

DATE: SATURDAY, AUGUST 2ND 2025 Time: 1:00 P.M. TO 7:00 P.M.

RAIN DATE: SATURDAY, SEPTEMBER 6TH 2025

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The use of Fireworks is strictly prohibited
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 7:00 P.M., without prompting from police or village officials.
3. Participants will shut down block party and clear roadway at 7:00 P.M. sharp 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 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: Sheryl Montour 81 Maryland Ave. Tel # 646 361-2449

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 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 07/18/2025
Rank Name Signature Date

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

Maryland Ave Block Party August 2 2025

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: July 18th 2025

RE: Block Party – Maryland Avenue between West Seaman Avenue and Maxson Avenue
Date: Saturday August 2nd 2025 Time: 1:00 p.m. to 7:00 p.m.
Rain Date: Saturday September 6th 2025

After review of the attached Block Party 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

RECEIVED

2025 JUL 21 A 11:14

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

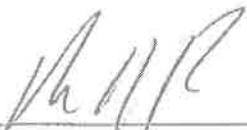
INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

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

RE: Block Party Permit Application
Applicant: Sheryl Montour
Date: Saturday, August 2, 2025
Rain Date: Saturday, September 6, 2025
Location: Maryland Avenue between West Seaman Avenue & Maxson Avenue
Time: 1:00 P.M. – 7:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Sheryl Montour. 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, July 22, 2025 5:37 PM
To: Pamela Boening
Subject: RE: Maryland Avenue Block party

I have reviewed the Block Party application for August 2, 2025 (Rain Date: September 6, 2025)

I do not foresee any negative impact in the performance of our duties. However, the area is quite vast and curves, 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: Tuesday, July 22, 2025 11:29 AM
To: Raymond Maguire <rmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>
Subject: FW: Maryland Avenue Block party

Please send recommendation.

Pamela Walsh Boening
Village Clerk

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

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

TO: Mayor Robert T. Kennedy

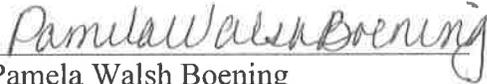
FROM: Pamela Walsh Boening, Village Clerk

DATE: July 24, 2025

RE: Carnival/Festival/Bazaar
Organization: Back Up Entertainment
Date: August 9, 2025
Time: 11:00 A.M. to 7:00 P.M.
Rain Date: None
Set Up Time: 9:00 A.M.
Location: Cow Meadow Park

Attached is a copy of the request for a public assembly submitted on behalf of Back Up Entertainment to hold a roller-skating event on August 9, 2025 (no rain date) at Cow Meadow Park in the Plum Section, from 11:00 A.M. to 7:00 P.M. Approximately 150 individuals will attend this public assembly.

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


Pamela Walsh Boening
Village Clerk

Attachments

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?

ALL picnic area (plom section)

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

N/A

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

N/A

#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.

transport
5 vehicles in parking lot

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

picnic area (plom section)

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

N/A

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.

10-12 trash
10-12 recyclable

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

N/A

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

N/A

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

N/A (Bathrooms provided by the park only)

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

1 Backup Entertainment Banner displayed @ event

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.

Patricia B...
Signature

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

Amarilis A. Ledesma
NOTARY PUBLIC

AMARILIS A LEDESMA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE6382087
Qualified in Nassau County
Commission Expires October 15, 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.

Insurance Requirement Notice:

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

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

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

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

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

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

Insurance Requirement Notice (continued):

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

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

Date: _____

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

Sworn to before me this _____

day of _____ 20 _____



Applicant _____

Notary

Application Approved: _____

Application Denied: _____

By: _____

BACKUP ENTERTAINMENT



July 9, 2025

Village Clerk's Office
Freeport Village Hall
46 N. Ocean Avenue
Freeport, NY 11520

Good day to the Incorporated Village of Freeport Clerk's Office, and all other various department heads and staff members.

We are submitting this formal request for a public assembly permit for the Family & Friends Parking Lot Skate event presented by Backup Entertainment. Our vision is to gather and unite our diverse communities in celebrating our Long Island Pride of all ages and present a carefree day for all who are interested in learning how to skate by those of the community who are more experienced in the sport. The date we have established with the Freeport Recreation Center Parks Department to host this event is Saturday, August 9th, 2025, from 11 a.m. to 7 p.m. The location is Cow Meadow Park in the Plum section.

Sincerely yours,

Patrick Broadnax/Backup Entertainment

BACKUP ENTERTAINMENT



Patrick Broadnax
516-534-7655
5 2nd Place
Roosevelt, NY 11575
Email: Pb.ps113@gmail.com
Verizon- Lineman
633 Hicksville Rd,
Bethpage, NY 11714
Local 1104 Member 8yrs

July 9, 2025

Village Clerk's Office
Freeport Village Hall
46 N. Ocean Avenue
Freeport, NY 11520

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

Insurance Requirement Notice (continued):

(Backup Entertainment/Patrick Broadnax) 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 Plum Picnic Area in Freeport, by (Backup Entertainment/ Patrick Broadnax) whether or not such injury to persons or damage to property are due or claim to be due to any of (Backup Entertainment/Patrick Broadnax) negligence (Backup Entertainment/Patrick Broadnax) their employees or agents.

Sign: x


(Backup Entertainment/Patrick Broadnax)

Date:

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

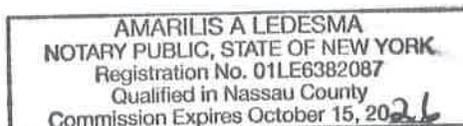
Sworn to before me this day of ^{11th} July 2025

Notary Amarilis Ledesma

Application Approved:

Application Denied:

By:



Date/Applicant Signature



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Incorporated Village of Freeport
46 N Ocean Ave
Freeport, NY 11520

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

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

However:

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

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

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

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

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

All other terms and conditions remain unchanged.

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

FAX NO: 377-2318

PHONE NO: 377-2314

APPLICATION FOR USE OF COW MEADOW
(FOR PICNIC OR BARBECUE ONLY)

THIS APPLICATION MUST BE SUBMITTED TWO WEEKS BEFORE THE EVENT

DATE SUBMITTED: ~~8/9/25~~ 7/9/25

NAME OF ORGANIZATION/GROUP: BACK UP ENTERTAINMENT
CONTACT PERSON: PATRICK BROAGNAX ADDRESS: 5 SECOND PLACE
PHONE NO: 516 534 7655 NO. OF PEOPLE EXPECTED: _____ MAX. 50 PEOPLE
PICNIC AREA REQUESTED: APRICOT OR PLUM
DATE REQUESTED: 8-9-2025
TIME OF EVENT: 11-7 TYPE OF EVENT: Roller skating

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

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

Non-Refundable \$150.00 Fee

(Makes checks payable to: Village of Freeport)

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

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

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


Signature of Applicant

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

OFFICE USE ONLY:

PERMIT APPROVAL:

INSURANCE WAIVED: _____ INSURANCE APPROVED: _____ INSURANCE INSUFFICIENT: _____

Signature/Date _____



Payment Receipt

Print Date: 7/9/2025 3:41 PM

Freeport Recreation Center

130 E. Merrick Rd.
Freeport, NY 11520
516-377-2311

Payer: **General Patron**
99 Main Street
Freeport, NY 06108

Payment Note: (D-****OskZBz)

Total Amount Paid: **\$154.28**

Payment ID: 7390

Date: Wednesday, July 9, 2025

Regular Fees: **\$150.00**

Sales Tax: **\$0.00**

Convenience Fee: **\$4.28**

Payment Method: **RecDesk Credit Card** EMV *****1187

<u>Description</u>	<u>Registrant</u>	<u>Amount</u>
Park Permit-Cow Meadow		\$150.00

Tax ID: 11-6002111

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 Back Up Entertainment

<u>Roosevelt</u>	<u>New York</u>	<u>11575</u>	<u>5 Second Place</u>
<small>City</small>	<small>State</small>	<small>Zip</small>	<small>Address</small>
			<u>516 534-7655</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:

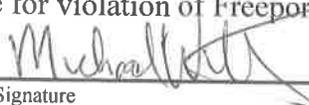
Event: Back Up Entertainment Skating Event
Location: Cow Meadow Park South-West parking lot & Plum Picnic Area
Date: Saturday, August 9, 2025 Rain Date N/A
Time: 11:00 A.M. to 7:00 P.M.

1. Applicants and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The applicant will make every effort to ensure that all attendees abide by all local and state laws, including Freeport Village parking regulations. Furthermore, the applicant will ensure at the completion of the event that all debris is placed in trash cans and waste containers.
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 7:00 P.M., without prompting from police or village officials.
3. Applicant: Patrick Broadnax (516) 534-7655
Alternate Contact person Partner Darren Bryant (516) 851-8633

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 can be revoked by the Chief of Police, or a 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  07/14/2025
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

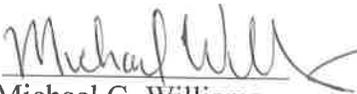
40 North Ocean Avenue, Freeport, NY
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief, Michael G. Williams
DATE: July 14, 2025
RE: Back Up Entertainment Skating Event

After review of the attached Parade & Public Assembly Permit Application I am informing you that I conditionally approved 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 police overtime incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,


Michael G. Williams
Assistant Chief of Police

RECEIVED
2025 JUL 15 A 11:00
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: July 22, 2025

RE: Carnival/Festival/Bazaar Public Assembly Permit Application

Organization:	Back up Entertainment
Applicant:	Patrick Broadnax
Date:	Saturday, August 9, 2025
Rain Date:	None
Time:	11:00 am – 7:00 pm
Set-up Time:	9:00 am
Location:	Cow Meadow Park - Plum Section

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Patrick Broadnax on behalf of Back Up Entertainment, to hold a Roller-Skating Event.

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, July 22, 2025 5:35 PM
To: Pamela Boening
Subject: RE: 8.9.2025 Public Assembly Cow Meadow Park

I have reviewed the Parade & Public Assembly Permit application for August 9, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this event will be not be blocking any streets. They indicate that they will be using the park. Event Coordinator(s) should be cognizant of moving the participants if Emergency Vehicles are approaching.

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, July 22, 2025 11:30 AM
To: Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>
Cc: Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>
Subject: FW: 8.9.2025 Public Assembly Cow Meadow Park

Please send recommendation.

Pamela Walsh Boening
Village Clerk

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

Pamela Boening

From: Christine Maguire
Sent: Monday, July 14, 2025 2:22 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 8.9.2025 Public Assembly Cow Meadow Park

The insurance is approved for the 8.9.2025 Public Assembly Cow Meadow Park

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, July 14, 2025 11:22 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>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Jon Henry <jhenry@freeportny.gov>
Subject: 8.9.2025 Public Assembly Cow Meadow Park

Please send recommendation.

Thanks.

Pamela Boening

From: Elizabeth Comerford
Sent: Monday, July 14, 2025 11:26 AM
To: Pamela Boening
Subject: RE: 8.9.2025 Public Assembly Cow Meadow Park

All good for the Rec Center. The event is on our calendar.

Thanks,

Liz Comerford
Freeport Recreation Center
516-377-2311

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, July 14, 2025 11:22 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>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Jon Henry <jhenry@freeportny.gov>
Subject: 8.9.2025 Public Assembly Cow Meadow Park

Please send recommendation.

Thanks.

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: July 16, 2025

RE: Remove Exemption from 2025//2026 Final Assessment Roll

Permission is requested for the Assessor to remove from 2025/2026 Final Assessment Roll exemptions related to 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 / 093 / 878	563 Guy Lombardo Ave	41121 – Veteran Wartime / Non Combat	Veteran 2025 - 439	Property Sold 6 / 6 / 2025

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


Vilma I. Lancaster
Village Assessor

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

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

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 093 / 878	563 Guy Lombardo Ave	41121 – Veteran Wartime / Non Combat	Veteran 2025 - 439	Property Sold 6 / 6 / 2025

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

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

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

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: July 15, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Request to Purchase Vehicles for the Electric Department
2025 Chevy Equinox EV (Two)

I am requesting authorization to purchase two 2025 Chevy Equinox EVs for the Electric Department. Bids were solicited through New York State Department of General Services Mini Bid 23155 #25-04-ELEC-740. For this bid, the Village received no response. However, we were able to obtain competitively priced vehicles from East Hills Chevrolet for the amount of \$31,064.43 each. The Village will be eligible for a \$7,500.00 "tax credit" for each vehicle from the IRS under the Commercial Clean Vehicle Credit IRC §45W. In order to qualify for this incentive, we must take ownership of the vehicles by the end of September 2025.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board retroactively approve the purchase of two 2025 Chevy Equinox EVs from East Hills Chevrolet, located at 42 East Sunrise Highway, Freeport, NY 11520 for the cost of \$62,128.86. Funding for this purchase will come from the Electric Department's Energy Efficiency Fund (E110000 WO #564; E155 121987 Class #217).

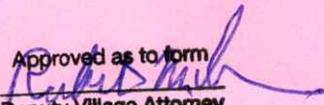
**Nicholas
Nugent**

Digitally signed by Nicholas Nugent
DN: cn=Nicholas Nugent, o=Freeport
Electric, ou=Engineering,
email=Nnugent@freeportelectric.co
m, c=US
Date: 2025.07.15 16:34:39 -04'00'

Nicholas Nugent
for
Eric Rosmarin
Superintendent of Electric Utilities

NN:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Electric Department is requesting Board approval to purchase two (2) 2025 Chevy Equinox EVs for the Electric Department; and

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

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

WHEREAS, however, the Department was able to obtain competitively priced vehicles from East Hills Chevrolet, 42 East Sunrise Highway, Freeport, NY 11520, at a cost of \$31,064.43 each, for a total of \$62,128.86; and

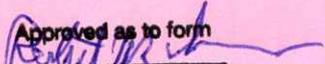
WHEREAS, the Village will be eligible for a \$7,500.00 "tax credit" from the IRS under the Commercial Clean Vehicle Credit IRC §45W; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board of Trustees hereby approves the purchase of two (2) 2025 Chevy Equinox EVs from East Hills Chevrolet, 42 East Sunrise Highway, Freeport, NY 11520, for a total of \$62,128.86.

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

VEHICLE PURCHASE AGREEMENT



#1

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

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

BUYER Village of Freeport SALES PERSON Andrew
 STREET 46 N Ocean Ave RESIDENCE PHONE NO. Les 516 337 2235
 CITY Freeport STATE _____ ZIP _____ BUSINESS PHONE NO. _____

THE TRANSACTION

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

THE VEHICLE

YEAR 25 NEW USED DEMONSTRATOR MAKE Chevy MODEL Equinox EV
 TYPE _____ COLOR White TRIM RS MILEAGE 36N1DMRP4SS238138
 ESTIMATED DEL. DATE _____ IF THE NEW MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTIMATED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER. STOCK NO. (IF RESERVED) _____

PLACE OF DELIVERY:

VEHICLE PRICE <u>Lendo @ freeportelectric.com</u>	*GM Conquest Rebate is subject to verification of eligibility
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) (+)	
FACTORY INSTALLED EQUIPMENT (+)	
<u>Dual Level Charge Cord</u>	

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

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
 THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.
 PRIOR USE CERTIFICATION (REQUIRED BY VEHICLE AND TRAFFIC LAW 417a IF THE PRINCIPAL USE OF THE VEHICLE WAS AS A POLICE VEHICLE, TAXI-CAB, DRIVER EDUCATION VEHICLE, OR RENTAL VEHICLE.) THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS AS A POLICE VEHICLE TAXI-CAB DRIVER EDUCATION VEHICLE RENTAL VEHICLE
 IS THE TRADE IN VEHICLE A BRANDED VEHICLE (A BRANDED VEHICLE IS ONE THAT STATES ON THE CERTIFICATE OF TITLE ONE OF THE FOLLOWING BRANDS: RECONSTRUCTED, NON-USA-STD, EXCEEDS MECHANICAL LIMITS, NOT ACTUAL MILEAGE OR WARRANTY NON-CONFORMITY RENTAL VEHICLE ETC.), SUCH BRANDS AFFECT THE TRADE-IN VALUE.

DEALER INSTALLED EQUIPMENT AND SERVICES (+)	
FINAL SETTLEMENT MUST BE MADE IN CASH OR CERTIFIED CHECK	TOTAL <u>36290</u>

YES NO CUST. INITIALS X

THE TRADE-IN

YEAR	MILEAGE	MAKE	MODEL	COLOR
PLATE NO.	EXP. DATE	VIN.		

TRADE-IN IS CLEAR OF ALL LIENS EXCEPT: _____ AMOUNT OWED \$ _____

LESS TRADE-IN CREDIT (-) (BUYER SEE 1 AND 6(b) ON BACK)	
CASH PRICE	<u>36290</u>

ALL IN-STOCK VEHICLES MUST BE DELIVERED WITHIN 48 HOURS OF PURCHASE.

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

TAXES AND OTHER FEES	
SALES TAX	* TAX (EXEMPT) *
DEALERS OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE)	<u>175.00</u>
REBATE	<u>2000/1250/2000 NYS (5250)</u>
REGISTRATION FEE (ESTIMATE)	<u>N/A</u>
INSPECTION FEE	<u>1.93</u>
NYS REQUIRED TIRE RECYCLING FEE (\$2.50 per tire)	<u>12.50</u>
TOTAL CASH PRICE DELIVERED	\$ _____
LESS CASH DEPOSIT SUBMITTED WITH ORDER (-)	
PLUS BALANCE OWING ON TRADE-IN (+)	
CASH DUE ON DELIVERY	<u>\$ 31064.43</u>

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

BUYER'S SIGNATURE _____ DATE: 7-11-25
 CO-BUYER'S SIGNATURE _____ DATE: _____
 SELLER APPROVED BY: _____ DATE: 7-11-25

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

SEE OTHER SIDE FOR ADDITIONAL TERMS

VEHICLE PURCHASE AGREEMENT



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

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

BUYER <u>Village of Freeport</u>	SALESPERSON <u>Andrew</u>
STREET <u>46 N Ocean Ave</u>	RESIDENCE PHONE NO. <u>Les 516 337 2235</u>
CITY <u>Freeport</u>	BUSINESS PHONE NO. _____
STATE _____	ZIP _____

THE TRANSACTION

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

THE VEHICLE

YEAR <u>25</u>	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> USED	<input type="checkbox"/> DEMONSTRATOR	MAKE <u>Chevy</u>	MODEL <u>Equinox LT</u>
TYPE _____	COLOR <u>White</u>	TRIM <u>Bk</u>	MILEAGE <u>36290</u>	VIN <u>1GNDM1RP95S238149</u>	
ESTIMATED DEL. DATE _____	IF THE NEW MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTIMATED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER.				STOCKING (IF RESERVED) _____

PLACE OF DELIVERY:

VEHICLE PRICE	<u>Lendo @ Freeport electric.com</u>
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	(+)
FACTORY INSTALLED EQUIPMENT	(+)
<u>Dual Level Charge Cord</u>	<u>*GM Conquest Rebate is subject to verification of eligibility</u>

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

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.
PRIOR USE CERTIFICATION (REQUIRED BY VEHICLE AND TRAFFIC LAW 417a IF THE PRINCIPAL USE OF THE VEHICLE WAS AS A POLICE VEHICLE, TAXI-CAB, DRIVER EDUCATION VEHICLE, OR RENTAL VEHICLE) THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS AS A POLICE VEHICLE TAXI-CAB DRIVER EDUCATION VEHICLE RENTAL VEHICLE
IS THE TRADE IN VEHICLE A BRANDED VEHICLE (A BRANDED VEHICLE IS ONE THAT STATES ON THE CERTIFICATE OF TITLE ONE OF THE FOLLOWING BRANDS: RECONSTRUCTED, NON-USA-STD, EXCEEDS MECHANICAL LIMITS, NOT ACTUAL MILEAGE OR WARRANTY NON-CONFORMITY RENTAL VEHICLE ETC.). SUCH BRANDS AFFECT THE TRADE-IN VALUE.

DEALER INSTALLED EQUIPMENT AND SERVICES	(+)
FINAL SETTLEMENT MUST BE MADE IN CASH OR CERTIFIED CHECK	TOTAL <u>36290</u>

YES NO CUST. INITIALS X

THE TRADE-IN

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

LESS TRADE-IN CREDIT (-)
(BUYER SEE 1 AND 6(b) ON BACK)

CASH PRICE \$ 36290

ALL IN-STOCK VEHICLES MUST BE DELIVERED WITHIN 48 HOURS OF PURCHASE.

TAXES AND OTHER FEES

* HANDLING FEE
Includes travel expenses to and from required facilities, as well as additional negotiated profit (if any) to the seller.
** FILING FEE
Includes administrative costs to process all documents, including lease, and finance documents, as well as additional negotiated profit (if any) to the seller.
*** THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$175.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE.

SALES TAX	<u>* TAX (+) EXEMPT *</u>
DEALERS OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE)	<u>175.00</u>
REBATE	<u>2000/1250/2000 NYS (5250)</u>
REGISTRATION FEE (ESTIMATE)	<u>N/A</u>
NYS Verif	<u>193</u>
INSPECTION FEE	(+) <u>10</u>
NYS REQUIRED TIRE RECYCLING FEE (52.50 per tire)	(+) <u>12.50</u>
TOTAL CASH PRICE DELIVERED	\$ _____
LESS CASH DEPOSIT SUBMITTED WITH ORDER	(-) _____
PLUS BALANCE OWING ON TRADE-IN	(+) _____
CASH DUE ON DELIVERY	<u>\$31064.43</u>

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

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

BUYER'S SIGNATURE _____	DATE: <u>7-11-25</u>
CO-BUYER'S SIGNATURE _____	DATE: _____
SELLER APPROVED BY: _____	DATE: <u>7-11-25</u>

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

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

July 16, 2025

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Helberth S. Guerra Sandoval – Truck Co #1

Angelo Volpe – Engine Co. #1

Jeffrey Portillo – Engine Co. #1

William Nolan – Hose Co. #1

Ronald Adams – Hose Co. #3

Steven Dmuchowski – Hose Co. #3

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

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

To: Mayor Robert Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: July 24, 2025

RE: PBA Memorandum of Agreement

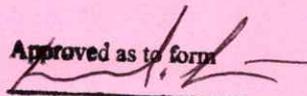
Enclosed please find a proposed Memorandum of Agreement (MOA) between the Village and the Freeport PBA. The MOA amends the current agreement and extends the contract through 2/28/2033. The negotiated salary increases (2.75%) per year do not change during the first two years of the agreement (the period remains in the existing contract term). The significant changes are as follows:

- Base salary increases of 3.5% per year for each year between 3/1/26 and 3/1/32
- \$500 increase to the yearly longevity payment for years 6 – 15 (years 16 and over received this same increase in the 3/1/22 contract)
- Juneteenth is added as a paid holiday
- Payments for missed meals and mileage are removed
- The opt out payment is reduced to 40% of the cost of the premium. This now matches the CSEA pay structure and is a reduction of approximately \$4,000 per opt out currently but is likely to increase as premiums increase

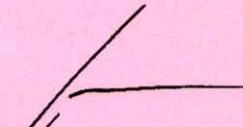
There are additional modifications to the contract terms which are more operational in nature but are contained in the attached MOA. The undersigned and Village Counsel negotiated the terms of the agreement and feel that the additional year at a moderate rate of salary increases provides the village with budgetary stability and removes the uncertainty associated with negotiating increases for an environment which will likely produce higher salary increases in the future.

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

Approved as to form


Village Attorney

7/24/2025


Conor Kirwan

INTER-DEPARTMENTAL MEMO

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

WHEREAS, the Freeport Police Benevolent Association (PBA) and the Village of Freeport have discussed Memorandum of Agreement (MOA) 2025; and

WHEREAS, the MOA amends the current agreement and extends the contract through 2/28/2033; and

WHEREAS, the negotiated salary increases (2.75%) per year do not change during the first two years of the agreement (the period remains in the existing contract term); and

WHEREAS, the significant changes are as follows:

- Base salary increases of 3.5% per year for each year between 3/1/26 and 3/1/32
- \$500 increase to the yearly longevity payment for years 6 – 15 (years 16 and over received this same increase in the 3/1/22 contract)
- Juneteenth is added as a paid holiday
- Payments for missed meals and mileage are removed
- The opt out payment is reduced to 40% of the cost of the premium. This now matches the CSEA pay structure and is a reduction of approximately \$4,000 per opt out currently but is likely to increase as premiums increase

WHEREAS, there are additional modifications to the contract terms which are more operational in nature but are contained in the MOA; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby retroactively authorized to sign any and all documentation necessary to effectuate the Memorandum of Agreement with the Freeport Police Benevolent Association (PBA) 2025.

The Clerk polled the Board as follows:

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

[Signature]
Approved as to form

Village Attorney

7/2-1/2025

MEMORANDUM OF AGREEMENT

Memorandum of Agreement dated this ____ day of July, 2025, by and between the Village of Freeport (the "Village") and the Freeport Police Benevolent Association (the "PBA").

WHEREAS, the Village and the PBA are parties to a collective bargaining agreement which expires on February 29, 2028; and

WHEREAS, authorized representatives for the Village and PBA met to negotiate an extension and successor agreement; and

WHEREAS, the parties have reached a tentative agreement which is subject to the approval of the Village Board and ratification by the membership of the PBA; it is stipulated and agreed as follows:

1. The terms of the current collective bargaining agreement shall be continued except as modified by this Memorandum of Agreement.
2. All proposals which are not addressed in this Memorandum of Agreement are withdrawn.
3. The term of the successor agreement shall be seven (7) years, effective through February 28, 2033.
4. The effective date of all provisions contained in this Memorandum of Agreement shall be March 1, 2026, unless otherwise stated.

5. Wages

Wages for all titles and steps shall be as follows:

Effective March 1, 2026	Two and three quarters (2.75%) percent
Effective March 1, 2027	Two and three quarters (2.75%) percent
Effective March 1, 2028	Three and one-half (3.50%) percent
Effective March 1, 2029	Three and one-half (3.50%) percent
Effective March 1, 2030	Three and one-half (3.50%) percent
Effective March 1, 2031	Three and one-half (3.50%) percent
Effective March 1, 2032	Three and one-half (3.50%) percent

6. Longevity

Increase longevity as follows:

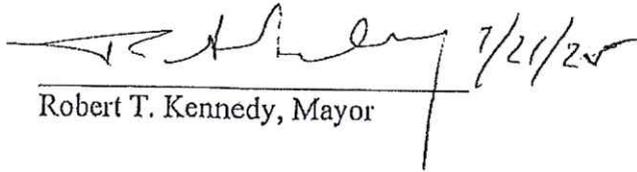
Years 6-9	\$500
Years 10-14	\$500
Year 15	\$500

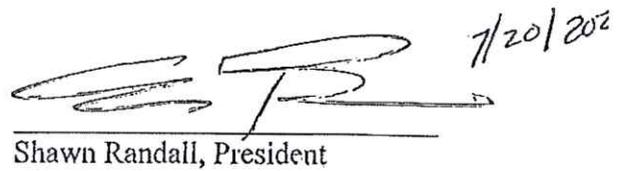
7. Holidays
Juneteenth shall be added as a contractual holiday.
8. Mileage Allowance
Mileage allowance as provided in Section 11.0 of the CBA shall be removed.
9. Meal Allowance
Meal allowance as provided in Sections 9.1 and 9.3 of the CBA shall be removed.
10. Missed Meals
Employees shall have the option to allocate missed meal payments into their accrued time bank.
11. Detectives
Effective January 1, 2026, amend CBA Section 8.2 to eliminate the two (2) additional days of work for detectives.
12. Termination Pay
Effective July 1, 2025, remove the thirty (30) year cap in CBA 35.2.
13. Vacation
Effective January 1, 2026, members may opt to defer sixty (60) hours of their annual vacation accruals to retirement. This deferral must be exercised at the time of annual vacation picks and is irrevocable. Once banked, the time may not be utilized unless approved by the Village for catastrophic illness or injury. Members will be paid in their severance checks at the rate in effect at the time of their retirement.
14. Paybacks
Effective January 1, 2026, amend Section 8.0 of the CBA so an employee will be notified at least four (4) days prior to being required to work a payback tour.
15. Health Plan Waiver
Effective March 1, 2026, amend Section 25.2 of the CBA to reflect an opt-out payment for waiving Village sponsored health insurance equal to 40% of the cost of inclusion in the plan. Employees who were opted out on March 1, 2026, shall continue to receive 50% of the cost of inclusion in the plan. Any member who opted out of the Village-sponsored health insurance as of March 1, 2026, and subsequently opts back in, will be eligible for an opt-out payment equal to 40% of the cost of plan inclusion if they choose to opt out again at a later date.

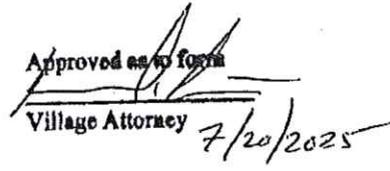
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For the Village of Freeport:

For the Freeport Police Benevolent Association:


Robert T. Kennedy, Mayor


Shawn Randall, President

Approved as to form

Village Attorney 7/20/2025

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

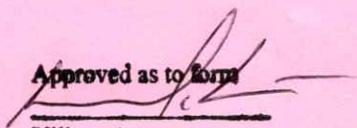
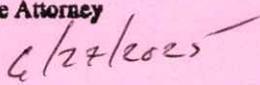
WHEREAS, the Village will be represented in the closing by the Village Attorney's Office; and

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: _____

[Signature]
Approved as to form

Village Attorney

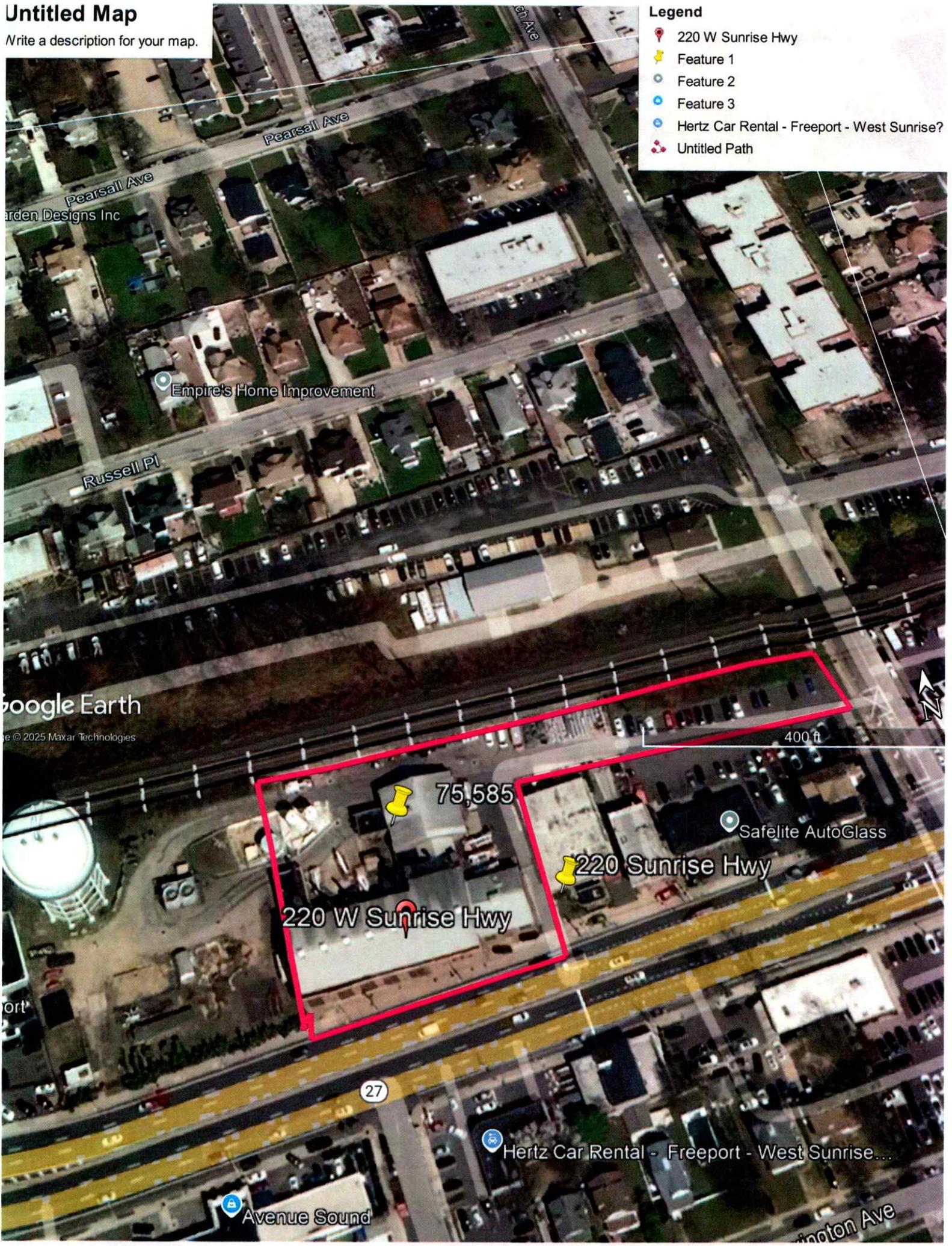
2/27/2023

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



Google Earth

© 2025 Maxar Technologies

400 ft

75,585

220 W Sunrise Hwy

220 Sunrise Hwy

Safelite AutoGlass

Hertz Car Rental - Freeport - West Sunrise...

Avenue Sound

ington Ave

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

TO: Robert T. Kennedy, Mayor
FROM: Alvin McDaniel, Village Comptroller
DATE: July 10, 2025
RE: Budget Transfer Request – 2025-2026 Operating Budget



Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller's Office to execute the budget transfer below.

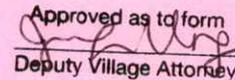
The purpose of the following transfer is to appropriate the necessary funding to cover the 4-day NYCOM Fall Training School for City and Village Officials to be held at Conference Center at Lake Placid, 2608 Main Street, Lake Placid, NY 12946 from September 15-19, 2025.

FROM:

A131504 545700 NON-EMPLOYEE SALARIES \$2,400.00

TO:

A131504 545300 SCHOOLS AND SEMINARS \$2,400.00

Approved as to form

Deputy Village Attorney

Thank you.

Alvin McDaniel
Village Comptroller

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2025/2026 operating budget:

FROM:

A131504 545700 NON-EMPLOYEE SALARIES \$2,400.00

TO:

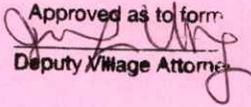
A131504 545300 SCHOOLS AND SEMINARS \$2,400.00

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the 4-day NYCOM Fall Training School for City and Village Officials to be held at Conference Center at Lake Placid, 2608 Main Street, Lake Placid, NY 12946 from September 15-19, 2025; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

The Clerk polled the Board as follows:

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

Approved as to form:

Deputy Village Attorney

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

To: Mayor Robert Kennedy

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

Date: July 18, 2025

Re: IRON REMOVAL STUDY FOR THE PRINCE AVENUE WELLFIELD

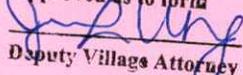
The wells at the Prince Avenue Well field are producing water with an unacceptable level of iron. The Village currently utilizes sodium hexametaphosphate to sequester iron, however the level of iron from this plant exceeds the ability of the sequestering agent. The Water Department is therefore seeking a consultant to provide a cost estimate for a study for iron removal at the site as well as investigate other options for the water system. One option that is to be considered is the feasibility of abandoning the Prince Avenue well site and replacing the existing elevated tank at our North East Wellfield with a larger tank and possibly adding an additional well in the Northeast Wellfield.

The Village received three quotes for Professional Services for this work. One quote was from D&B Engineers and Architects for \$18,000.00 to provide a study to determine our best course of action along with estimated construction costs as well recurring operational costs for the various options.(see attached). It is recommended that D&B Engineers and Architects perform this study due to their familiarity with the Village's infrastructure as well as the Nassau County Health Department requirements.

Accordingly, it is requested the Board of Trustees approve the Proposal from D&B Engineers and Architects, 330 Crossways Park Drive, Woodbury, New York, 11797 for engineering services for the preparation of a study to determine the optimum course of action for the Water Department.

Funding for the design portion of the engineering services will come from capital account that was set up for this study. (WE107 150136)

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:

WHEREAS, the Superintendent of Public Works is requesting Board approval for engineering services for an Iron Removal Study for the Prince Avenue Wellfield; and

WHEREAS, the wells at the Prince Avenue Well field are producing water with an unacceptable level of iron; and

WHEREAS, the Village currently utilizes sodium hexametaphosphate to sequester iron, however the level of iron from this plant exceeds the ability of the sequestering agent; and

WHEREAS, the Water Department is therefore seeking a consultant to provide a cost estimate for a study for iron removal at the site as well as investigate other options for the water system; 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 Village received three quotes for Professional Services for this work; and

WHEREAS, one quote was from D&B Engineers and Architects, 330 Crossways Park Drive, Woodbury, New York, 11797, for engineering services for the preparation of a study to determine the optimum course of action for the Water Department; and

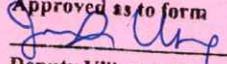
WHEREAS, the services will be for the cost of \$18,000.00; and

WHEREAS, funding for the design portion of the engineering services will come from capital account that was set up for this study. (WE107 150136); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves, and the Mayor be and is hereby authorized to sign any documentation necessary to effectuate engineering services with D&B Engineers and Architects, 330 Crossways Park Drive, Woodbury, New York, 11797, for the cost of \$18,000.00.

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

July 14, 2025

Robert Fisenne, P.E., Superintendent
Incorporated Village of Freeport
Department of Public Works
46 North Ocean Avenue
Freeport, NY 11520

Re: Proposal for Additional Engineering Services
Prince Avenue Wellfield and System Evaluation

Dear Mr. Fisenne:

As requested, D&B is pleased to provide this proposal to perform an evaluation of alternatives to address elevated iron concentrations in the Prince Avenue Wellfield. This proposal is in response to the Request for Proposals (RFP) prepared by the Village and dated June 17, 2025

PROJECT UNDERSTANDING AND APPROACH

As indicated in the RFP, it is our understanding that the Village would like to evaluate the feasibility and cost for the following alternatives:

- Provide iron removal treatment for the wells at the Prince Avenue Wellfield
- Replacing the existing 0.5 MG elevated water storage tank at the Northeast Wellfield with a larger tank
- Construction of a new well in the Northeast Wellfield

In addition to the above alternatives, D&B will review the current sequestering practices to evaluate the opportunity for enhancement. It is possible that some combination of these alternatives could produce the desired results for the Village.

During our site visit, it was brought to our attention that wells 10 & 11 at the Prince Avenue Wellfield have exhibited concentrations of combined radium-226 & 228 greater than the maximum contaminant level (MCL) set forth by the New York State Department of Health (NYSDOH). This information will also be considered as part of the overall evaluation of alternatives.

Based on a cursory review of well data included in the Emergency Response Plan (ERP), it appears that some of the wells at the Northeast Wellfield and Northwest Wellfield may be approaching the end of their useful lives. If the Village has additional information related to the materials and condition of these wells, the need to replace these wells will also be considered as part of the overall evaluation of alternatives.

Current Sequestering Practices

D&B will review the water quality data of the Prince Avenue wells along with the sodium hexametaphosphate sequestering agent that the Village is currently utilizing. If appropriate, D&B will make recommendations for modifications to this treatment.

The cost of any recommendations will be calculated.

Iron Removal Facility Alternative

D&B will utilize the water quality data to evaluate the type of iron removal treatment that would be best suited to meet the finished water goals of the Village. In addition to water quality goals, this evaluation will also consider other site-specific constraints and requirements such as footprints for filtration and backwash equalization equipment, electrical power, sewer availability for residuals disposal and overall facility and system redundancy. D&B will review various common filtration oxidizer and media options to optimize removal efficiency of iron as well as evaluate the potential opportunity for co-precipitation of manganese and radium in the various oxidizer/media options. D&B will discuss with the Village preferences for filtration arrangements that affect facility appearance and cost impacts, including:

- 1) The use of filtrate as a backwash source to avoid the need for on-site backwash supply storage,
- 2) Election of above grade or below grade backwash storage for equalization prior to sanitary sewer disposal
- 3) Exposed or enclosed filter vessel options to reduce building costs while enclosing/protecting the filter face piping and valving arrangement within a building.
- 4) Building construction styles and appearances that are suitable for the filtration and related chemical treatment objectives.

Our work to define this alternative will include defining the concepts arrived at after discussion with the Village, including the preferred building arrangement, size and location as required to protect the treatment equipment, chemical storage needs based upon the Village's preferred delivery schedule, locations and arrangements of backwash supply and waste storage systems and related sanitary code compliance requirements, and any future expansion needs for future filtration capacity for other wells in the Prince Ave Wellfield that may be susceptible to increasing iron trends.

It should be noted that the best alternative may include treatment for only a portion of the wells at Prince Avenue. The best combination of alternatives will be explored.

Elevated Water Storage

As indicated in the RFP, the Village would like to explore whether replacing the existing 0.5 MG elevated tank at the Northeast Wellfield could potentially replace the capacity of the Prince Avenue wells. D&B is well-acquainted with the existing tank as we have been performing the semi-annual sanitary inspections for the last 10 years.

The existing elevated tank is constructed of riveted steel. Based on records provided by the Village during previous inspections, the tank was last repainted in 1997. While the exact construction date is not documented, the use of riveted steel suggests the tank is at least 65 years old. Riveted construction was phased out in favor of welded steel beginning in the late 1930s, with the transition largely completed by the late 1950s.

Regardless of its age, a comprehensive condition assessment is essential to inform the Village's decision-making. This assessment will evaluate structural integrity, safety, regulatory compliance, and other critical factors. The results will help determine whether the tank is suitable for rehabilitation or if replacement is the more viable option.

Given our extensive inspection history and current understanding of the tank's condition, it is anticipated that the Village will need to undertake a major capital improvement project involving this tank, regardless of the condition assessment's findings. As part of our scope, D&B will provide a comparative evaluation of the costs and benefits associated with the following alternatives:

- Rehabilitation of the existing 0.5 MG elevated tank
- Replacement with a new 0.5 MG elevated tank
- Replacement with a new, larger elevated tank

New Wells

As indicated in the RFP, the Village would like to explore the feasibility of constructing an additional well at the Northeast Wellfield. An evaluation of the feasibility and cost of this alternative will be included. This evaluation will also consider other site-specific constraints and requirements such as proximity to existing wells, footprint, electrical power and overall facility and system redundancy.

Distribution System and Hydraulic Analysis

The Village does not have an existing hydraulic model of the distribution system. It is likely that the cost and time associated with developing such a model is beyond the scope of this project. However, D&B will utilize our experience in the preparation and use of these models to review the Village's distribution map as part of this project. Specifically, consideration will be given to impact of each alternative on maintaining the required flow and pressure throughout the distribution system, to the extent possible without a hydraulic model.

Water Department staff have indicated that the level of the Northeast Tank do not vary significantly during daily operation while the levels in the Northwest Tank appear to fluctuate more throughout the day. It is not known at this time whether this is related to relative location of the tanks as compared to the demands and operational wells. Understanding this dynamic will be critical to evaluating whether a larger tank at the Northeast Wellfield will be beneficial as an alternative. The RFP does not specifically include the development of a hydraulic model of the Village's distribution system, but it is recommended that the Village consider it. Not only is a hydraulic model valuable for the evaluations as part of this project, but it is also valuable into the future as the Village makes operational and overall planning decisions.

QUALIFICATIONS

D&B has extensive experience in the areas needed to successfully complete this project. We have attached project profiles to this letter highlighting our most recent experience in the following types of projects:

- Iron Removal Facilities
- Distribution System Modeling and Hydraulic Analysis
- Elevated Water Storage Tanks
- New Drinking Water Well Construction

These projects demonstrate D&B's ability to provide valuable insights into the various elements impacting the overall evaluation.

PROJECT TEAM

As discussed above, the evaluations required for this project are multi-faceted and D&B has experience in all the critical areas. The Team assembled for this project will include the people most familiar with each of the relevant project types. Following is a summary of the Team and their roles:

- William Merklin, P.E. – Principal In Charge
- Philip R. Sachs, P.E. – Project Director
- Jennifer Gienau, P.E. – Project Manager
- Daniela Cruz – Project Engineer
- Stephen Laun, P.E. – Hydraulic Analysis
- TJ McConnell, P.E. – Water Storage Tanks
- Jennifer Gienau, P.E. - New Drinking Water Wells
- Philip R. Sachs, P.E. - Iron Removal Facilities

An Organization Chart indicating the role of each team member can be found following this letter. Resumes for each team member, highlighting their experience in each of the relevant project types, are attached as well.

SCOPE OF WORK

The following is a summary of the major tasks to be performed for this project:

- Meet with the Village to discuss the project and to obtain drawings, reports and water quality data
- Evaluate the Alternatives discussed above
- Evaluate impact of each Alternative on the distribution system
- Estimate the costs for feasible alternatives
- Prepare a draft report summarizing the findings and making a recommendation for the best alternative(s). This may include a combination of all or part of the various alternatives evaluated.
- Meet with the Village to review the draft report
- Finalize the report

ADDITIONAL RECOMMENDED SCOPE OF WORK

Based on our historical work with the Village, it is our understanding that the Northeast Tank will require a full rehabilitation or replacement soon. Since the replacement of this tank is one of the alternatives to be evaluated as part of this project, it is recommended that a full condition assessment be performed to determine whether the existing tank is suitable for rehabilitation or must be replaced. This information will be invaluable for the overall evaluation and comparison of costs for the various alternatives.

SCHEDULE

D&B's Team is prepared to commence work within 2 weeks of an authorization to proceed. Following is an overview of the preliminary schedule:

- Team organization – 2 weeks
- Meeting with the Village and data collection – 2 weeks
- Evaluation of Alternatives and cost estimates – 3 weeks
- Preparation of draft report – 2 weeks
- Village review and meeting – 2 weeks
- Finalize report and project completion – 2 weeks

Based on the above tasks, it is estimated that the work will be completed within a maximum of 3 months from authorization to proceed.

FEES

The lump sum fee for the scope of work identified in the RFP will be \$18,000

If the Village would like to perform the Full Condition Assessment of the Northeast tank, the additional lump sum fee will be \$9,000.

As discussed above, it is recommended that the Village consider developing a hydraulic model of the distribution system. While it is not necessary to complete the scope of work included in this project, it will significantly improve our ability to evaluate the impacts of the various alternatives being considered. If the Village would like to discuss this further, D&B will submit a separate proposal outlining the scope of work and associated cost.

If you have any questions, please feel free to call me at 516-364-9890 ext. 3007.

Very truly yours,

William D. Merklin, P.E.
Executive Vice President

cc: P. Sachs (D&B)
J. Gienau (D&B)

Project Organization Chart



PRINCIPAL-IN-CHARGE

William D. Merklin, P.E.

PROJECT DIRECTOR

Philip R. Sachs, P.E.

PROJECT MANAGER

Jennifer L. Gienau, P.E.

PROJECT ENGINEER

Daniela Cruz

SUBJECT MATTER EXPERTS

WATER STORAGE

Timothy J. McConnell, P.E.

IRON REMOVAL

Philip R. Sachs, P.E.

HYDRAULIC ANALYSIS

Stephen J. Laun, P.E.

NEW WELLS

Jennifer L. Gienau, P.E.

Resumes



D&B ENGINEERS
AND ARCHITECTS

William D. Merklin, P.E.

Executive Vice President

34+ Years of Experience

Education

- Manhattan College
MA | Environmental
- Manhattan College
BE | Civil

Professional Licenses

- New York
- New Jersey
- California

Professional Societies

- American Water Works Association (AWWA)
- Long Island Water Conference (LIWC)

Project Experience

William D. Merklin, P.E., is Executive Vice President and leads D&B's Civil Engineering and Water Supply Divisions, where he has spent over 34 years building an outstanding reputation as an effective leader and client advocate. A graduate of Manhattan College with a B.A. in Civil Engineering and an M.A. in Environmental Engineering, he holds professional engineering licenses in New York, New Jersey, and California. Under his guidance, the Water Supply and Civil Engineering divisions have consistently exceeded performance goals, delivering high quality stormwater systems, shoreline stabilization and flood resiliency projects, and roadway and utility improvements on time and on budget. Known for his proactive communication and responsive client relations, Mr. Merklin's clients routinely commend his teams for their professionalism, technical excellence, and reliable deliverables that address both regulatory demands and community needs. Mr. Merklin has accrued decades of experience providing services for villages and water suppliers throughout Long Island, including:

- Town of Hempstead
- Albertson Water District
- Glenwood Water District
- Jericho Water District
- Port Washington Water District
- Village of Mineola
- Village of Old Westbury
- Village of Sands Point
- Village of Willison Park
- Westbury Water District
- Suffolk County Water Authority

Working with many of Long Island's municipalities and public agencies, Mr. Merklin has honed his expertise in water supply engineering, as well as civil and municipal engineering. This unique experience provides him with invaluable knowledge and expertise that he leverages to meet his clients' expectations and requirements. As such, Mr. Merklin offers proven expertise in the following areas:

Civil and Municipal Engineering

- Waterfront improvement projects
- Roadway Improvements and Resurfacing
- Curb and Sidewalk Replacements
- Drainage Modeling
- Drainage Infrastructure Improvements
- Recharge Basins
- Green Infrastructure
- Stormwater Management Plans
- MS4 Permit Compliance
- Dry Weather Outfall Inspections
- Storm Drain Network and Systems Mapping (GIS)
- SWPPP Preparation, Review and Inspection
- Best Management Practices (BMP) Manuals
- Salt Storage Sheds
- Planning Board Reviews
- EPA and DEC Audit Assistance

Water Supply Engineering

- Water Supply Wells
- Packed Tower Aeration Systems (PTAS)
- Granular Activated Carbon (GAC)
- Advanced Oxidation Process (AOP) for 1,4-Dioxane Removal
- Iron and Manganese Filtration
- Ion Exchange for Nitrate Removal
- Chemical Storage and Handling
- Water Storage Tank Design and Inspection
- Booster Pumping Stations
- Distribution System Piping
- Distribution System Hydraulic Modeling
- Electrical Service
- SCADA Systems
- Global Information Systems (GIS)
- Master Plans and Capital Plans
- Annual Water Quality Reports
- Emergency Response Plans
- Vulnerability Assessments
- Cyber Security
- Water Conservation Plans
- Spill Prevention Reports
- Emergency Response Assistance
- Regulatory Compliance Assistance
- Water Rate Studies

Through his extensive experience, Mr. Merklin has gained in-depth familiarity of the regulatory requirements that affect water supply and civil engineering projects. His understanding of these requirements ensures that projects obtain local county and municipal approvals in support of construction rights-of-way and easements to create a clear path for project progress. Mr. Merklin is experienced working with the following agencies:

- New York State Department of Environmental Conservation (NYSDEC)
- United States Environmental Protection Agency (USEPA)
- New York State Department of Health (NYSDOH)
- Nassau County Department of Health (NCDH)
- Suffolk County Department of Health Services (SCDHS)
- Westchester County Department of Health (WCDOH)
- New York State Department of Parks, Recreation and Historic Preservation (NYSOPRHP)
- U.S. Army Corps of Engineers (USACE)
- Nassau County Fire Marshal (NCFM)
- Governor's Office of Storm Recovery (GOSR)
- Environmental Facilities Corporation (EFC)
- Federal Emergency Management Agency (FEMA)



D&B ENGINEERS
AND ARCHITECTS

Philip R. Sachs, P.E.

Vice President

28+ Years of Experience

Education

- Hofstra University
BS | Engineering

Professional Licenses

- NY

Professional Affiliations

- American Water Works Association (AWWA)
- Long Island Water Conference (LIWC)

Certifications

- OSHA 10 Hour Construction Safety and Health
- Introduction to Excavation Safety

Professional Summary

Mr. Sachs specializes in the design and construction of water supply wells, treatment facilities, and water mains for municipal and private water suppliers. As Lead Designer for D&B's Water Supply Division, Mr. Sachs applies the experience he has gained in construction and operations to guide the design team to identify efficient and practical methods to satisfy project objectives. His experience includes management of various project teams including structural, electrical, architectural, and drafting disciplines to produce integrated design.

Project Experience

Jericho Water District

Rehabilitation of the 1.5 MG Jericho Tank Merry Lane

Location: Jericho, NY | Year Completed: Ongoing | Role: Project Director

D&B provided engineering services for the rehabilitation of a 1.5 MG multilegged welded-steel water storage tank located at the District's Well Nos. 9 and 14 site in Jericho, NY. The project included assessment and replacement of deteriorated interior and exterior coating systems (including Noxyde), corrosion mitigation, and implementation of improvements to meet regulatory compliance, sanitary standards, and safety and security requirements.

Liberty Utilities

Glen Head Elevated Water Storage Tank Replacement at Sea Cliff Operations District

Location: Glen Head, NY | Year Completed: 2019 | Role: Project Director

D&B provided comprehensive engineering services for the replacement of a 500,000-gallon elevated water storage tank, including demolition of the existing tank and cellular equipment, construction of new foundations, and installation of a new multi-legged, conical-roof tank. Scope included water main and valve replacements, electrical and drainage upgrades, site grading, and restoration. Responsibilities included preparation of a Basis of Design Report (BODR), SEQRA Environmental Assessment, permitting support, topographic and geotechnical investigations, hazardous materials analysis, final design development, and construction phase services such as shop drawing review and regulatory certification.

Village of Rockville Centre

Tank 3 Rehabilitation

Location: Rockville Centre, NY | Year Completed: 2021 | Role: Project Director

D&B provided full engineering services for the rehabilitation of a 750,000-gallon hydropillar-type elevated water storage tank. Scope included condition assessment, review of historical inspection data, and development of a rehabilitation plan in accordance with AWWA and AMPP standards. Addressed structural deficiencies, interior and exterior coating failures, and regulatory, sanitary, safety, and security requirements. Prepared detailed design documents, cost estimates, and permit applications; assisted with public bidding and project award. During construction, provided administration services and full-time AMPP-certified coatings inspection, coordinated start-up testing, and secured regulatory approval for tank reactivation.

Liberty Utilities

Treatment for 1,4-Dioxane at Seamans Neck Road Wells 3A and 4

Location: Merrick Operations District | Year Completed: 2022 | Role: Project Manager

D&B performed pilot testing and design and construction support for implementation of an Advanced Oxidation Process (AOP) System to utilize hydrogen peroxide and ultraviolet light to achieve destruction of 1,4-dioxane. The project required zoning approval from the Town of Hempstead, which required a special exception hearing and presentation and site plan approval by the Town Board. In preparation for the public hearing, D&B assisted Liberty with public outreach efforts to residential neighbors in the vicinity of the facility to describe the treatment needs and approach to the proposed improvements, including the development of architectural renderings for new tankage and structures.

Liberty Utilities

Iron Filtration System Improvements at Newbridge Road Station

Location: Merrick Operations District | Year Completed: 2020 | Role: Project Manager

D&B provided engineering, permitting, and construction management services for replacement iron removal media within an existing iron removal system. The project included the design and construction of replacement iron removal media, to be installed in existing treatment vessels, post-filtration sodium hydroxide treatment system and miscellaneous mechanical improvements at the Newbridge Road Facility.

Town of Hempstead Department of Water

Rehabilitation of Iron Filter Vessels and Related Improvements and Upgrades

Location: Point Lookout, NY | Year Completed: Ongoing | Role: Project Director

D&B provided engineering and construction management services for the filter system rehabilitation at the Lido Point Lookout Wells 1 and 2 facilities. The existing iron removal filter system was constructed within an existing building and therefore full replacement was not practical. The filtration system had reached the end of its useful life and required media replacement, cleaning, refinishing, testing and replacement of system internal and external components such as valves, actuators, instrumentation, and control systems.



D&B ENGINEERS
AND ARCHITECTS

Jennifer Gienau, P.E., AMPP BCI

Associate | Senior Engineer

9+ Years of Experience

Education

- State University of New York College of Environmental Science and Forestry
BS | Environmental Resources Engineering, Minor: Urban Forestry

Professional Affiliations

- American Water Works Association (AWWA)
- Association for Materials Protection and Performance (AMPP)
- Society of Women Engineers (SWE)
- Long Island Water Conference (LIWC)

Certifications

- AMPP Basic Coatings Inspector
- OSHA 10-Hour Construction Safety
- Confined Space Entrant, Attendant, Entry Supervisor
- Introduction to Excavation Safety

Professional Summary

Ms. Gienau is an Associate Senior Engineer in D&B's Water Supply Division with over nine years of dedicated experience in the planning, design, and rehabilitation of municipal water storage facilities. A licensed Professional Engineer, she has led and engineered projects ranging from the 1.5MG Jericho Tank rehabilitation in Jericho, NY to the replacement of elevated tanks for Liberty Utilities and the Villages of Old Westbury and Williston Park, ensuring compliance with AWWA, AMPP, and state regulatory standards. Ms. Gienau excels in conducting comprehensive condition assessments, and developing targeted rehabilitation strategies that integrate corrosion mitigation, coating system upgrades, and safety/security improvements. Her responsibilities span the full project lifecycle, including Basis of Design Reports, SEQRA environmental documentation, permitting, construction administration, and AMPP-certified coatings inspections. She holds a B.S. in Environmental Resources Engineering (minor in Urban Forestry) from the State University of New York College of Environmental Science and Forestry, and maintains active membership in AWWA, AMPP, the Society of Women Engineers, and the Long Island Water Conference. Jennifer's professional certifications include AMPP Basic Coatings Inspector, OSHA 10-Hour Construction Safety, Confined Space Entrant/Attendant/Supervisor, and Introduction to Excavation Safety, underscoring her commitment to technical excellence and project safety.

Project Experience

Jericho Water District

Rehabilitation of the 1.5 MG Jericho Tank Merry Lane

Location: Jericho, NY | Year Completed: Ongoing | Role: Project Engineer

D&B provided engineering services for the rehabilitation of a 1.5 MG multilegged welded-steel water storage tank located at the District's Well Nos. 9 and 14 site in Jericho, NY. The project included assessment and replacement of deteriorated interior and exterior coating systems (including Noxyde), corrosion mitigation, and implementation of improvements to meet regulatory compliance, sanitary standards, and safety and security requirements.

Liberty Utilities

Glen Head Elevated Water Storage Tank Replacement at Sea Cliff Operations District

Location: Glen Head, NY | Year Completed: 2019 | Role: Project Engineer

D&B provided comprehensive engineering services for the replacement of a 500,000-gallon elevated water storage tank, including demolition of the existing tank and cellular equipment, construction of new foundations, and installation of a new multi-legged, conical-roof tank. Scope included water main and valve replacements, electrical and drainage upgrades, site grading, and restoration. Responsibilities included preparation of a Basis of Design Report (BODR), SEQRA Environmental Assessment, permitting support, topographic and geotechnical investigations, hazardous materials analysis, final design development, and construction phase services such as shop drawing review and regulatory certification.

Village of Old Westbury

1.0 MG Ground Storage Tank at Well 6

Location: Old Westbury, NY | Year Completed: 2019 | Role: Project Manager

D&B provided engineering for the design and construction of a new 1.0 MG ground storage tank at the Village's Well 6 site. This included design, permitting, and construction management services for the new ground storage tank, which consisted of preparation of contract drawings and specifications; construction phase services, such as office and field inspection services; and permitting assistance through the Nassau County Department of Health (NCDH) for the tank's construction and operation. D&B was additionally responsible for working with the New York State Historic Preservation Office (NYSHPO) because the project site is adjacent to a State Historic Preservation Site.

Village of Rockville Centre

Tank 3 Rehabilitation

Location: Rockville Centre, NY | Year Completed: 2021 | Role: Project Engineer

D&B provided full engineering services for the rehabilitation of a 750,000-gallon hydropillar-type elevated water storage tank. Scope included condition assessment, review of historical inspection data, and development of a rehabilitation plan in accordance with AWWA and AMPP standards. Addressed structural deficiencies, interior and exterior coating failures, and regulatory, sanitary, safety, and security requirements. Prepared detailed design documents, cost estimates, and permit applications; assisted with public bidding and project award. During construction, provided administration services and full-time AMPP-certified coatings inspection, coordinated start-up testing, and secured regulatory approval for tank reactivation.

Jericho Water District

Annual Inspection and Repairs of Wheatley Road Elevated Tank

Location: Oyster Bay, NY | Year Completed: 2023 | Role: Project Engineer

D&B conducted a third-party annual inspection of the Wheatley Road Elevated Water Storage Tank to evaluate premature interior coating failures identified two years after construction. Coordinated tank drainage and safe access for a full interior assessment, reviewed original inspection reports to determine potential failure causes, and worked closely with the coating manufacturer to develop repair procedures. Oversaw the implementation of coating repairs in collaboration with the District and contractor to restore protective performance and ensure compliance with manufacturer standards.



D&B ENGINEERS
AND ARCHITECTS

Stephen Laun, P.E.

Senior Engineer

15+ Years of Experience

Education

- Manhattan College, ME | Environmental
- Manhattan College, BS | Environmental

Professional Licenses

- New York

Professional Summary

Stephen Laun, P.E. is a Senior Engineer in D&B's Water Supply Division with over 15 years of experience delivering water system planning, design, and construction services for municipal clients. He supports site and roadway surveys, water main and treatment plant improvements, and has designed numerous water supply wells, pump stations, granular activated carbon (GAC) treatment facilities, and nitrate removal systems. Stephen is also deeply experienced in distribution system modeling and capital improvement planning, ensuring reliable, cost-effective solutions that meet AWWA and state regulatory standards. Throughout his career, Stephen has served as Project Engineer on high-profile assignments for clients including Town of Hempstead Department of Water, Lido-Point Lookout Water District, Westbury Water District, and Port Washington Water District. Mr. Laun holds both a Master of Engineering and a Bachelor of Science in Environmental Engineering from Manhattan College and is a licensed Professional Engineer in New York State. His technical acumen, coupled with strong project management skills, enables him to guide projects from feasibility through construction administration, delivering resilient water infrastructure that serves communities safely and sustainably.

Project Experience

Town of Hempstead Department of Water

Treatment for 1,4-Dioxane, PFOA, and PFOS and Removal of Nitrate in Wells 7, 11 and 12, Roosevelt Field Water District

Location: Roosevelt Field, NY | Year Completed: Ongoing | Role: Project Engineer

TOH and D&B began planning for the addition Advanced Oxidation Process (AOP) for treatment of 1,4-dioxane at the RFWD Wells 7, 11, and 12 facilities in 2019 and completed environmental data research to identify potential sources. A bench test completed in the first quarter of 2020 and a pilot study completed in September and November 2020 were compiled in a Basis of Design Report, which was submitted to the New York State and Nassau County Departments of Health for review in February 2021. In the BODR, D&B recommended a new nitrate removal system for Well 7 and the expansion of the existing Wells 11 and 12 nitrate removal system. In addition, D&B proposed the implementation of an ultraviolet light/HP AOP system for all three wells in combination with GAC filtration for PFOA and PFOS treatment and quenching of excess hydrogen peroxide from the AOP treatment. A manifolded arrangement of three AOP reactor assemblies is most effective in treating the current and future concentrations of contaminants found at Roosevelt Field Wells 7, 11, and 12 to non-detectable levels by current analytical methods. As this facility is critical for the District to prevent water shortages, new treatment technologies are being designed such that all three wells can be treated simultaneously.

Port Washington Water District

1,4-Dioxane, PFOA and PFOS Treatment at Morley Park Station

Location: Roslyn, NY | Year Completed: 2025 | Role: Senior Engineer

The NYSDOH adopted a MCL of 1.0 part per billion (ppb) for 1,4-dioxane and a MCL of 10 parts per trillion (ppt) for PFOA and PFOS. Based on these regulations, PWWD worked with D&B for the pilot testing, design and construction of an Advanced Oxidation Process (AOP) system for the District's three-well facility at Christopher Morley Park. The District and D&B began planning for the addition of Advanced Oxidation Process (AOP) treatment for the removal of 1,4-dioxane at the Morley Park Station in 2019. The team submitted an application for an EFC Water Infrastructure Improvement Act grant and was successful in obtaining \$11,362,800 to be applied toward project construction. Stephen designed the principal components of the AOP and GAC treatment systems, pumps, piping, chemical storage and dosing, and controls systems for the project, as well as overseeing the startup and testing of the system once constructed.

Town of Hempstead Department of Water

Rehabilitation of Iron Filter Vessels and Related Improvements and Upgrades

Location: Point Lookout, NY | Year Completed: Ongoing | Role: Project Engineer

D&B provided engineering and construction management services for the filter system rehabilitation at the Lido Point Lookout Wells 1 and 2 facilities. The existing iron removal filter system was constructed within an existing building and therefore full replacement was not practical. The filtration system had reached the end of its useful life and required media replacement, cleaning, refinishing, testing and replacement of system internal and external components such as valves, actuators, instrumentation, and control systems.

Town of Hempstead Department of Water

New Iron Filtration System at Lido-Point Lookout Water District Well 3

Location: Lido Beach, NY | Year Completed: 2020 | Role: Project Engineer

D&B provided engineering services for the design and construction of a new iron filtration system and associated facilities. The filtration equipment, piping, valves, electrical, controls and chemical feed equipment were retrofitted into the existing treatment facility and the diatomaceous earth style filtration system was demolished.

Westbury Water District

Treatment for 1,4-Dioxane at Drexel Avenue Wells 6 and 7A

Location: Westbury Water District | Year Completed: 2022 | Role: Project Engineer

D&B provided design of renovation and expansion of the District's Administrative offices, which will adjoin the new treatment facility. The AOP system will include a Granulated Activated Carbon (GAC) system to serve the dual purpose of quenching residual hydrogen peroxide after treatment with UV as well as adsorption of PFOA and PFOS that are present in the two wells. The project is currently in the detailed design phase, with piloting and concept development completed and submitted for regulatory review.

Incorporated Village of Mineola

Treatment for 1,4-Dioxane and PFOA and PFOS at Well 4 Facility

Location: Inc. Village of Mineola | Year Completed: Ongoing | Role: Project Engineer

D&B applied for an EFC (Environmental Facilities Corporation) Water Infrastructure Improvement Act grant and was successful in obtaining \$4,980,000 to be applied toward Well 4 project construction. D&B completed AOP bench scale testing and performed an onsite AOP pilot study. A Basis of Design Report was prepared by D&B and submitted to the New York State and Nassau County Departments of Health for review. The project will improve the existing facility as well as the implementation of the AOP and Granular Activated Carbon (GAC) treatment systems including a hydrogen peroxide above-ground bulk storage, which will be permitted under New York State Chemical Bulk Storage Code and Nassau County Oxidizer Storage requirements and pre-engineered metal building design to house the AOP and GAC equipment.



D&B ENGINEERS
AND ARCHITECTS

Frank Merklin, P.E.

Associate

8+ Years of Experience

Education

- Manhattan College
MS | Environmental BS | Civil and Environmental

Professional Licenses

- New York

Professional Affiliations

- New York Water Environment Association (NYWEA)
- American Institute of Steel Construction (AISC)
- American Society of Civil Engineers (ASCE)

Certifications

- OSHA 10-Hour Construction Safety and Health
- OSHA 30-Hour Construction Safety and Health
- OSHA Confined Space Training
- OSHA Excavation Safety Training
- Basic Tower Climbing Safety & Rescue Certification Training

Professional Summary

Mr. Merklin has expertise in the design, permitting, and construction management of varied municipal civil engineering projects. His experience comprises serving as a design engineer and construction manager for various water treatment and distribution projects. This includes preparation and review of contract documents and technical specifications for a variety of Long Island Water Districts, drafting and submitting permit applications, preparing contract documents for regulatory approval, evaluating materials and equipment submittals during construction, and performing on-site inspection for construction operations. Mr. Merklin's experience also includes performing construction inspection and management services for many improvement projects such as watermain design, chemical treatment system design, storage tank designs, and petroleum tanks.

Project Experience

Liberty Utilities

Iron Filtration System Improvements at Newbridge Road Station

Location: Merrick Operations District | Year Completed: 2020 | Role: Project Engineer

D&B provided engineering, permitting, and construction management services for replacement iron removal media within an existing iron removal system. The project included the design and construction of replacement iron removal media, to be installed in existing treatment vessels, post-filtration sodium hydroxide treatment system and miscellaneous mechanical improvements at the Newbridge Road Facility.

Liberty Utilities

Plant 22 Iron Removal Facility Improvements

Location: Lynbrook Operations District | Year Completed: 2023 | Role: Project Manager

D&B designed and permitted a new 2-MGD iron filtration plant at the Plant 22 facility in Lynbrook. The project included PLC automation, a new chemical treatment system, and a backwash water management system with provisions for future recycling. Located in a residential area, D&B worked closely with the community to develop architecturally compatible structures, including a tapered metal-frame building with a brick and stucco façade. The firm provided architectural and structural design, public outreach, permitting support, and construction-phase services, including design of a below-grade backwash equalization tank to minimize visual impact.

Town of Hempstead Department of Water

Rehabilitation of Iron Filter Vessels and Related Improvements and Upgrades

Location: Point Lookout, NY | Year Completed: Ongoing | Role: Project Engineer

D&B provided engineering and construction management services for the filter system rehabilitation at the Lido Point Lookout Wells 1 and 2 facilities. The existing iron removal filter system was constructed within an existing building and therefore full replacement was not practical. The filtration system had reached the end of its useful life and required media replacement, cleaning, refinishing, testing and replacement of system internal and external components such as valves, actuators, instrumentation, and control systems.

Town of Hempstead Department of Water

New Iron Filtration System at Lido-Point Lookout Water District Well 3

Location: Lido Beach, NY | Year Completed: 2020 | Role: Project Engineer

D&B provided engineering services for the design and construction of a new iron filtration system and associated facilities. The filtration equipment, piping, valves, electrical, controls and chemical feed equipment were retrofitted into the existing treatment facility and the diatomaceous earth style filtration system was demolished.

Liberty Utilities

Treatment for 1,4-Dioxane at Seamans Neck Road Wells 3A and 4

Location: Merrick Operations District | Year Completed: 2022 | Role: Project Engineer

D&B performed pilot testing and design and construction support for implementation of an Advanced Oxidation Process (AOP) System to utilize hydrogen peroxide and ultraviolet light to achieve destruction of 1,4-dioxane. The project required zoning approval from the Town of Hempstead, which required a special exception hearing and presentation and site plan approval by the Town Board. In preparation for the public hearing, D&B assisted Liberty with public outreach efforts to residential neighbors in the vicinity of the facility to describe the treatment needs and approach to the proposed improvements, including the development of architectural renderings for new tankage and structures.

Town of Hempstead Department of Water

Treatment for 1,4-Dioxane, PFOA, and PFOS and Removal of Nitrate in Wells 7, 11 and 12, Roosevelt Field Water District

Location: Roosevelt Field, NY | Year Completed: Ongoing | Role: Project Engineer

In partnership with the Town of Hempstead, D&B developed a treatment strategy for 1,4-dioxane at Roosevelt Field Wells 7, 11, and 12, beginning in 2019. Following bench and pilot testing, D&B prepared a Basis of Design Report recommending a UV/hydrogen peroxide Advanced Oxidation Process (AOP) combined with GAC filtration for PFOA/PFOS removal. The plan includes a new nitrate removal system at Well 7 and an expansion at Wells 11 and 12. A manifolded AOP reactor configuration enables simultaneous treatment at all wells, ensuring continued water supply reliability.



D&B ENGINEERS
AND ARCHITECTS

Timothy J. McConnell, P.E., AMPP BCI

Engineer III

7+ Years of Experience

Education

- Manhattan College
BS | Civil Engineering

Professional Licenses

- New York

Certifications

- AMPP Basic Coatings Inspector (BCI)
- OSHA 10 Hour Construction Safety and Health
- OSHA 10 Hour Construction Outreach
- OSHA Confined Space
- Confined Space Entrant, Attendant, Entry Supervisor
- Introduction to Excavation Safety
- Tower Climbing Safety & Rescue Training

Professional Summary

Mr. McConnell is an Engineer in D&B's Water Supply and Civil Division assisting with design, construction, and inspection of a diverse range of water supply projects. He performs sanitary inspections and full condition assessments of water storage tanks in preparation for tank rehabilitation and replacement projects. Mr. McConnell, a New York State-licensed Professional Engineer, has specialized training that includes AMPP Basic Coatings Inspector certification.

Project Experience

Jericho Water District

Rehabilitation of the 1.5 MG Jericho Tank Merry Lane

Location: Jericho, NY | Year Completed: Ongoing | Role: Project Engineer

D&B provided engineering services for the rehabilitation of a 1.5 MG multilegged welded-steel water storage tank located at the District's Well Nos. 9 and 14 site in Jericho, NY. The project included assessment and replacement of deteriorated interior and exterior coating systems (including Noxyde), corrosion mitigation, and implementation of improvements to meet regulatory compliance, sanitary standards, and safety and security requirements.

Liberty Utilities

Glen Head Elevated Water Storage Tank Replacement at Sea Cliff Operations District

Location: Glen Head, NY | Year Completed: 2019 | Role: Project Engineer

D&B provided comprehensive engineering services for the replacement of a 500,000-gallon elevated water storage tank, including demolition of the existing tank and cellular equipment, construction of new foundations, and installation of a new multi-legged, conical-roof tank. Scope included water main and valve replacements, electrical and drainage upgrades, site grading, and restoration. Responsibilities included preparation of a Basis of Design Report (BODR), SEQRA Environmental Assessment, permitting support, topographic and geotechnical investigations, hazardous materials analysis, final design development, and construction phase services such as shop drawing review and regulatory certification.

Jericho Water District

Annual Inspection and Repairs of Wheatley Road Elevated Tank

Location: Oyster Bay, NY | Year Completed: 2023 | Role: Project Engineer

D&B conducted a third-party annual inspection of the Wheatley Road Elevated Water Storage Tank to evaluate premature interior coating failures identified two years after construction. Coordinated tank drainage and safe access for a full interior assessment, reviewed original inspection reports to determine potential failure causes, and worked closely with the coating manufacturer to develop repair procedures. Oversaw the implementation of coating repairs in collaboration with the District and contractor to restore protective performance and ensure compliance with manufacturer standards.

Suffolk County Water Authority

Elevated Water Tank Structural Review for Telecommunication Antenna Installations

Location: Suffolk County, NY | Year Completed: Ongoing | Role: Staff Team

D&B provides engineering services for structural review of telecommunication equipment on 65 elevated water storage tanks throughout Suffolk County, NY. D&B reviews installation drawings prepared by architects and engineers working on behalf of the major cell carriers in the New York market. Utilizing intimate knowledge of cell design, D&B provides innovative solutions to SCWA and, in some cases, new details are provided for support systems of the existing cellular carriers as well as coordination of the recommended retrofit work.

Nassau and Suffolk County Departments of Health Services

Bi-Annual Sanitary Tank Inspection

Location: Various Locations | Year Completed: Ongoing | Role: Project Staff

In accordance with Nassau County Department of Health (NCDH) Guidelines, New York State Environmental Health Manual's Technical Reference on Sanitary Surveys and the Recommended Standards for Water Works (RSWW), D&B routinely performs overall Engineering Inspections of the Elevated Water Storage Tanks and Ground Level Reservoirs for Water Districts and Authorities within Nassau and Suffolk County. The inspections are conducted to provide information concerning the overall condition assessment of the storage tanks. D&B evaluates the tanks to include items of a sanitary nature, as well as those that relate to security, safety, coatings, telecommunication equipment, and structural.

Jericho Water District

Replacement of the 1.5 MG Syosset Elevated Tank

Location: Syosset, NY | Year Completed: 2024 | Role: Project Manager

D&B provided professional engineering services for the replacement of the 1.5 MG Syosset Tank at the Jericho Water District's (JWD's) main office facility. The scope of work included the construction of the replacement elevated water storage tank and associated piping and appurtenances. Once the replacement tank was placed into service, the former 1.5 MG elevated tank was demolished.



D&B ENGINEERS
AND ARCHITECTS

Daniela Cruz

Engineer I

7+ Years of Experience

Education

- State University of New York College of Environmental Science and Forestry
BS | Environmental Resources Engineering

Professional Summary

Ms. Cruz has seven years of experience supporting asset management projects for water supply systems, with a focus on geographic information systems (GIS). She utilizes ArcGIS to assist water districts in tracking and maintaining critical infrastructure, including hydrants, water valves, water mains, and well sites. Her responsibilities also include field data collection using surveying equipment and GPS technology to accurately map and document system assets for integration into GIS databases.

Project Experience

Jericho Water District

Treatment for 1,4 Dioxane and PFOA at Kirby Lane – Wells 25 and 26

Location: Jericho, NY | Year Completed: 2025 | Role: Project Engineer

D&B led the design and construction of an Advanced Oxidation Process (AOP) treatment system to address newly regulated contaminants (1,4-dioxane, PFOA, PFOS) at Jericho Water District's Kirby Lane facility. The project included integration of the AOP system with existing Packed Tower Aeration Systems (PTAS) serving two wells (3.7 MGD capacity), and coordination of phased construction to maintain system operation under MCL deferral. Scope included pilot testing, electrical service upgrades, installation of new 600 kW generators, a new treatment building, hydrogen peroxide storage, and a GAC system for post-treatment polishing. Supported by a \$3 million WIIA grant, the system was completed and approved for operation in 2024.

Port Washington Water District

1,4 Dioxane, PFOA and PFOS Treatment at Morley Park Station

Location: Port Washington, NY | Year Completed: 2025 | Role: Project Engineer

D&B directed the design and implementation of an Advanced Oxidation Process (AOP) treatment system at Port Washington Water District's Morley Park facility to meet newly adopted MCLs for 1,4-dioxane, PFOA, and PFOS. Project included pilot testing, permitting, and integration with existing Packed Tower Aeration Systems for VOC removal. Secured \$11.36M in WIIA grant funding to support construction. Designed facility features include three AOP reactor trains, three GAC trains for post-treatment polishing, a bulk hydrogen peroxide storage system, and a standby generator for full-site backup. The facility, serving ~60% of the District's summer demand, is scheduled for commissioning in Spring 2025.

Town of Hempstead Department of Water

Treatment for 1,4-Dioxane, PFOA, and PFOS and Removal of Nitrate in Wells 7, 11 and 12, Roosevelt Field Water District

Location: Roosevelt Field, NY | Year Completed: Ongoing | Role: Project Engineer

TOH and D&B began planning for the addition Advanced Oxidation Process (AOP) for treatment of 1,4-dioxane at the RFWD Wells 7, 11, and 12 facilities in 2019 and completed environmental data research to identify potential sources. A bench test completed in the first quarter of 2020 and a pilot study completed in September and November 2020 were compiled in a Basis of Design Report, which was submitted to the New York State and Nassau County Departments of Health for review in February 2021. In the BODR, D&B recommended a new nitrate removal system for Well 7 and the expansion of the existing Wells 11 and 12 nitrate removal system. In addition, D&B proposed the implementation of an ultraviolet light/HP AOP system for all three wells in combination with GAC filtration for PFOA and PFOS treatment and quenching of excess hydrogen peroxide from the AOP treatment. A manifolded arrangement of three AOP reactor assemblies is most effective in treating the current and future concentrations of contaminants found at Roosevelt Field Wells 7, 11, and 12 to non-detectable levels by current analytical methods. As this facility is critical for the District to prevent water shortages, new treatment technologies are being designed such that all three wells can be treated simultaneously.

Port Washington Water District

1,4-Dioxane, PFOA and PFOS Treatment at Stonytown Well 10 Station

Location: Port Washington, NY | Year Completed: 2023 | Role: Project Engineer

D&B managed the planning and design of an advanced water treatment system at Port Washington Water District's Stonytown Well 10 facility to address new NYSDOH MCL regulations for 1,4-dioxane, PFOA, and PFOS. Led pilot testing and development of an Advanced Oxidation Process (AOP) system integrated with existing GAC treatment for VOCs and post-AOP peroxide quenching. Secured \$3.4M in EFC grant funding to support construction. Designed a new facility building over the existing vault to house AOP equipment and elevate the wellhead to meet health department standards. Included code-compliant hydrogen peroxide bulk storage system. Project is in detailed design phase, with BODR submitted for regulatory approval.

Port Washington Water District

1,4-Dioxane, PFOA and PFOS Treatment at Hewlett Well 4

Location: Port Washington, NY | Year Completed: 2022 | Role: Project Engineer

D&B managed the design and implementation of an Advanced Oxidation Process (AOP) system at Port Washington Water District's Hewlett Well 4 site to comply with MCL regulations for 1,4-dioxane, PFOA, and PFOS, impacting over 40% of the District's capacity. Project included pilot testing, grant funding acquisition (\$3.29M WIIA), and preparation of a Basis of Design Report. Integrated AOP with existing GAC and ion exchange systems for VOC and nitrate removal, peroxide quenching, and PFAS adsorption. Designed electrical upgrades, including new service and switchgear to support treatment operations and standby power systems. Executed phased construction with minimal downtime under an MCL deferral approved by state and county health departments. Project completed and fully operational to support peak seasonal demand.

Iron Removal Facilities Project Experience



D&B ENGINEERS
AND ARCHITECTS

Charles Street Iron Removal Facility, Merrick Operations District

Liberty New York Water

Key Elements

- Design and construction for a pressure filter relocation and rehabilitation
- Design and construction of a post-filtration sodium hydroxide treatment system
- Design and construction of a backwash wastewater management system including equalization tanks and sewer discharge permitting and connection.
- Project regulatory permitting through the Nassau County Department of Health, Public Works, and Town of Hempstead Department of Buildings



Project Period

- September 2021 – 2024

Project Cost

- \$2.2M

Reference

- Donald Ranft, P.E., ENV SP
Liberty Utilities (New York Water) Corp
516-615-3562 | Donald.Ranft@LibertyUtilities.com

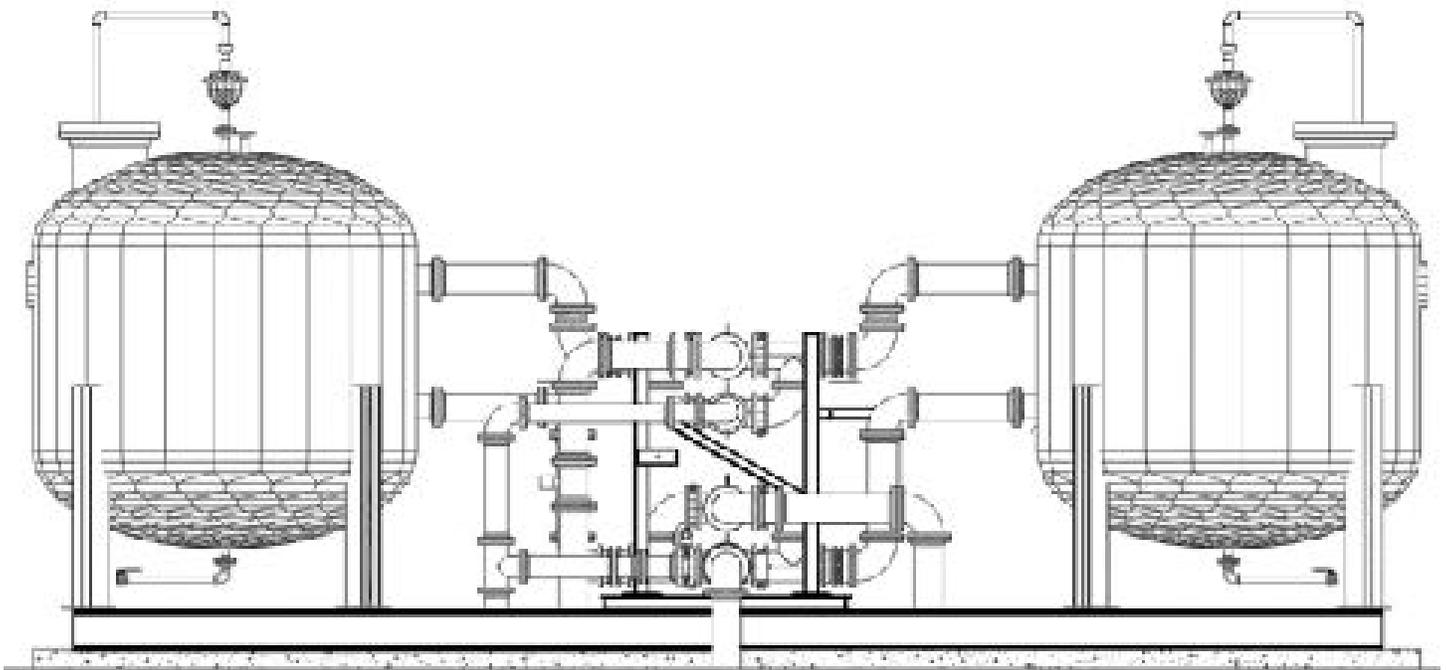
Project Overview

D&B was retained by Liberty New York Water (Liberty) to provide engineering and permitting services for the relocation and rehabilitation of an existing iron removal pressure filter system. The existing iron removal filter system was located at an inactive well site and was identified for reuse at an adjacent facility, where raw water iron concentrations required treatment. The iron filtration system had been out of operation for several years and required media replacement, cleaning, refinishing, testing and replacement of system components such as valves, actuators, instrumentation, and control systems. The relocated filtration system required the design and construction of a backwash waste management system, including backwash wastewater equalization tanks, a new sanitary sewer connection to the Nassau County Sewer System and a metered discharge. In addition, to provide optimal process efficiency of the rehabilitated filter system, a post-filtration sodium hydroxide injection system was designed to allow for filtration to occur at a lower pH than the finished water that is delivered to the distribution system. Through our design work, several other aspects of the facility were evaluated and upgraded to meet the needs of the new filtration system.

Project Responsibilities

D&B was tasked with design and permitting responsibilities that included providing detailed design plans and specifications for Nassau County Department of Health (NCDH), Nassau County Department of Public Works (NCDPW), and Town of Hempstead (TOH) Department of Buildings, as well as coordinating with the NCDH to obtain approval to construct the project elements. D&B's activities are ongoing and include the following principal activities:

- Topographic and utility surveying of the new filter site and documentation of existing conditions
- Preparation of an Engineering Technical Report to describe the filtration system improvements and solicit regulatory concept approval
- Determination of existing filter system equipment and accessory condition and evaluation of rehabilitation and testing needs
- Permitting of the filtration and post-filtration caustic treatment system through the NCDH
- Permitting of the backwash wastewater equalization system and metered discharge through the NCDPW
- Permitting of the proposed construction through the TOH Department of Buildings
- Design of the proposed iron filter system relocation, rehabilitation, and media replacement work
- Construction cost estimating
- Construction support services to assist with field issues, construction oversight and progress meetings with the construction contractor
- Health Department certification and assistance with startup and testing





D&B ENGINEERS
AND ARCHITECTS

Treatment for 1,4-Dioxane at Seamans Neck Road Wells 3A and 4, Merrick Operations District

Liberty New York Water

Key Elements

- Piloting of UV/HP AOP Treatment
- Treatment Plant Design
- Deferral Application and Reporting Support
- Integration of AOP with Existing Treatment
- Town Zoning and Permitting Approval Assistance for New Facilities
- New York State and Nassau County Department of Health Permitting
- Construction Management and Inspection



Project Period

- 2020 – 2024

Project Cost

- \$10M

Reference

- Donald Ranft, P.E., ENV SP
Liberty Utilities (New York Water) Corp
516-615-3562 | Donald.ranft@LibertyUtilities.com

Project Overview

The two wells (3A and 4) that serve the north eastern portion of Liberty's Merrick Operations District exhibited detections of 1,4-dioxane in excess of the recent Maximum Contaminant Level (MCL) values implemented in October of 2020 by New York State. D&B has performed pilot testing, design and construction support for implementation of an Advanced Oxidation Process (AOP) System to utilize hydrogen peroxide and ultraviolet light to achieve destruction of 1,4-dioxane. The existing facility included a pressure filtration system for removal of iron and an Granulated Activated Carbon (GAC) system for removal of organic compounds. The AOP process was designed and implemented downstream of the iron filtration system so that iron could be removed from the source water prior to AOP treatment as iron can inversely impact AOP treatment; and upstream of the existing GAC system for quenching of residual hydrogen peroxide that leaves the AOP treatment system. A bulk storage tank system was designed and constructed for the storage of hydrogen peroxide (exterior) and a new building was designed and constructed for protection of the reactor units and electrical support equipment.



The project included the removal of two existing standby generators and the design and construction of a single, new 1,000-kilowatt diesel-fired generator within a sound attenuated enclosure.

The project required zoning approval from the Town of Hempstead, which required a special exception hearing and presentation and site plan approval by the Town Board. In preparation for the public hearing, D&B assisted Liberty Utilities with public outreach efforts to residential neighbors in the vicinity of the facility to describe the treatment needs and approach to the proposed improvements, including the development of architectural renderings for new tankage and structures. As the Seamans Neck Road facility wells are within the high-pressure zone of the distribution system, an MCL deferral was required in order for Liberty Utilities to continue to meet demands of the distribution system during piloting, design and construction.

D&B assisted Liberty Utilities with applying for an MCL deferral from the Nassau County and New York State Health Departments, which was granted. The project is currently in the detailed plan development stage, with regulatory review and approval pending.





D&B ENGINEERS
AND ARCHITECTS

New Iron Filtration System at Lido-Point Lookout Water District Well 3

Town of Hempstead Department of Water

Key Elements

- New iron filtration system and associated facilities
- Backwash equalization and settling tank
- Sludge thickening system
- Design and permitting
- Construction administration and inspection
- Facility and equipment start-up



Project Period

- 2013 – 2020

Project Cost

- \$2.8M

Reference

- John Reinhardt, Commissioner
Town of Hempstead Department of Water
516-296-7200

Project Overview

The Town of Hempstead's (Town's) existing 1,200-gallon-per-minute (GPM) Well 3 and iron filtration system was installed in 1969 and had historically been used on a seasonal basis. The antiquated diatomaceous earth filter system had exceeded its useful life and the control and instrumentation systems were outdated, making it difficult for the Town to find parts for necessary repairs. Because the building that housed the equipment was designed with adequate space for the installation of another similarly sized treatment system in the future, an opportunity existed to install a new system within the existing building.

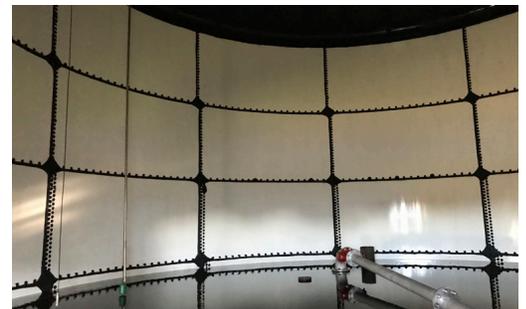
D&B was retained by the Town to provide engineering services for the design and construction of a new iron filtration system and associated facilities. The filtration equipment, piping, valves, electrical, controls and chemical feed equipment were retrofitted into the existing treatment facility and the diatomaceous earth style filtration system was demolished.

Because there was no municipal sanitary sewer system in the vicinity of the treatment facility, special attention was required during design to address the disposal of the filtration system backwash waste. D&B designed a backwash equalization and settling tank that allows the Town to consolidate the backwash waste and decant up to 80 percent of the liquid volume in the treatment process following settling of the iron sludge from the supernatant. Additionally, a sludge thickening system was installed to reduce the final volume of sludge that must be trucked off site. The tank was a 63,000 gallon glass-fused-to-steel, bolted tank built with a conical concrete floor upon a pile cap foundation system. The existing backwash waste lagoon was completely reconstructed to facilitate finish settling of the relatively clean backwash waste water, and to support future routine basin maintenance.

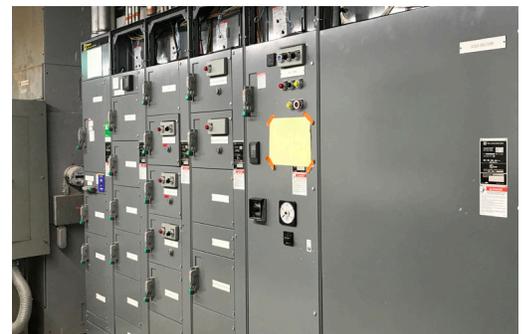


Project Responsibilities

D&B first met with the Town to obtain necessary data and visited the site to evaluate the condition of existing equipment, controls and electrical service. Available treatment alternatives were reviewed with respect to Well 3 water quality and feasibility of installation inside the existing building. A preliminary design report was then prepared, detailing and identifying all proposed improvements, as well as preliminary cost estimates for the recommended improvements. After meeting with the Town to discuss the report, D&B incorporated the Town's comments for a final design report, which was submitted to the Nassau County Department of Health (NCDH) for approval.



Once the design report was approved by NCDH, D&B prepared detailed plans and specifications for bidding purposes. D&B then assisted the Town with procuring qualified contractors to perform the work. The project scope was divided into three construction contracts to adhere to Wick's Law requirements for public works projects.



Upon the Town obtaining the most qualified contractors and commencing project construction, D&B assisted the Town with construction administration services, such as reviewing shop drawings, attending progress meetings, operational assistance and troubleshooting responding to requests for information and change orders, and making recommendations for payment approval. Additionally, D&B provided part-time construction inspection services during critical periods of the work. After construction completion, D&B assisted the Town of Hempstead Department of Water with the start-up and testing of the new system, coordination of staff training on the new system, final adjustment of controls, and initial filtration plant and residual management system operation.

**Distribution System Modeling
and Hydraulic Analysis
Project Experience**



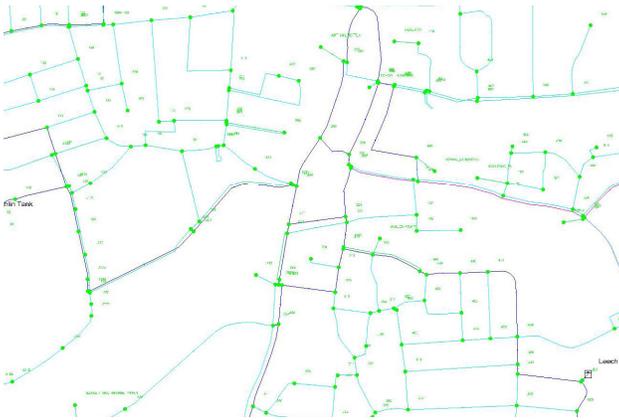
D&B ENGINEERS
AND ARCHITECTS

Hydraulic Modeling for Distribution System Analysis

City of Glen Cove

Key Elements

- Development of a distribution system model
- Evaluation of the City's source, storage and distribution capacity
- Evaluation and recommendation of future improvements



Project Period

- October 2016 – March 2017

Project Cost

- \$10,000

Reference

- Louis Saulino, P.E., Director of Public Works
City of Glen Cove
516-676-2000

Project Overview

The City of Glen Cove (City) provides water to approximately 27,000 residents through the use of 4 wells, 3 storage tanks and over 100 miles of water main. All of these components operate together in order to form a complete distribution system. This system needs to provide adequate water quantity and pressure under peak hour conditions not only in the present but into the future. The City retained D&B to complete an evaluation of the City's source, storage, and distribution capacity and to propose future improvements to the distribution system.

Project Responsibilities

D&B was responsible for creating a distribution system model of the City's water source, storage, and distribution system using the software WaterCAD. Using the model, evaluations were completed to determine the areas of concern within the City based upon current and future peak water usage and fireflows. Solutions were then proposed and evaluated using the model to assess their impact on the City. The development of the model involved the following:

- Collection of information about the City's existing facilities
- Collection and integration of historic flow data
- Collection and integration of peak usage data of individual residents
- Further development of an existing hydraulic model of the distribution system
- Calibrating the model based upon the observed pressure and flow data
- Evaluation of known and projected future development within the City
- Evaluation of the distribution system performance under current peak and future peak demands as well as fireflow conditions
- Evaluation of potential solutions to areas of concern in the distribution system
- Evaluation of potential source and storage improvements within the City
- Evaluation of tank level setpoints to address an ongoing water usage issue
- Preparation of memoranda summarizing all findings and recommendations



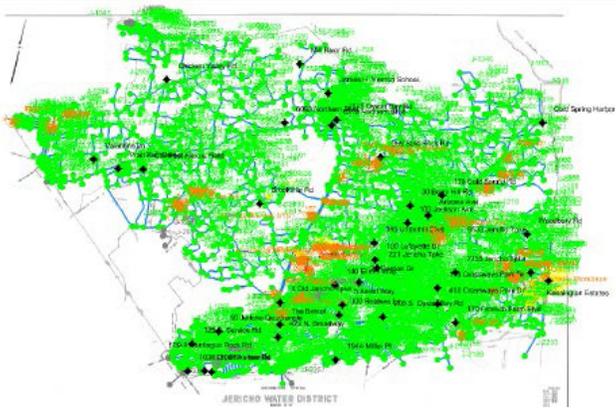
D&B ENGINEERS
AND ARCHITECTS

Hydraulic Modeling for Distribution System Analysis

Jericho Water District

Key Elements

- Development of a distribution system model
- Evaluation of the District's source, storage and distribution capacity
- Evaluation and recommendation of future improvements



Project Period

- September 2016 – March 2017

Project Cost

- \$28,000

Reference

- Peter Logan, Superintendent
Jericho Water District
516-921-8280

Project Overview

The Jericho Water District (District) provides water to approximately 58,000 residents through the use of 25 wells, 6 storage tanks, 2 booster stations and over 360 miles of water main. All of these components operate together in order to form a complete distribution system. This system needs to provide adequate water quantity and pressure under peak hour conditions not only in the present but into the future. The District retained D&B to complete an evaluation of the District's source, storage, and distribution capacity and to propose future improvements to the distribution system.

Project Responsibilities

D&B was responsible for creating a distribution system model of the District's water source, storage, and distribution system using the software WaterCAD. Using the model, evaluations were completed to determine the areas of concern within the District based upon current and future peak water usage and fireflows. Solutions were then proposed and evaluated using the model to assess their impact on the District. The development of the model involved the following:

- Collection of information about the District's existing facilities
- Collection and integration of historic flow data
- Collection and integration of peak usage data of individual residents
- Development of a hydraulic model of the distribution system
- Conducting hydrant flow tests and calibrating the model based upon the observed pressure and flow data
- Evaluation of known and projected future development within the District
- Evaluation of the distribution system performance under current peak and future peak demands as well as fireflow conditions
- Evaluation of potential solutions to areas of concern in the distribution system
- Evaluation of potential source and storage improvements within the District
- Preparation of a report summarizing all findings and recommendations



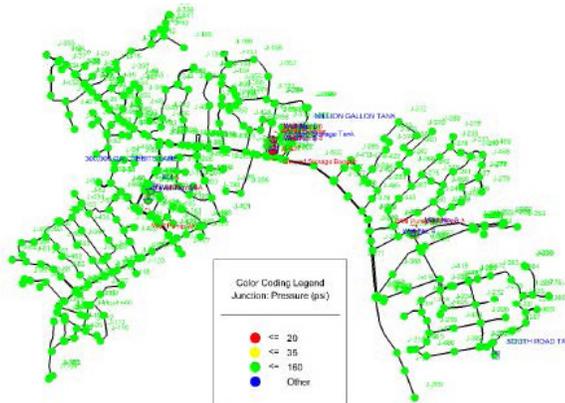
D&B ENGINEERS
AND ARCHITECTS

Hydraulic Modeling for Distribution System Analysis

Incorporated Village of Sands Point

Key Elements

- Development of a distribution system model
- Evaluation of the Village's source, storage and distribution capacity
- Evaluation and recommendation of future improvements



Project Period

- November 2016 – March 2017

Project Cost

- \$28,000

Project Overview

The Incorporated Village of Sands Point (Village) provides water to approximately 2,900 residents through the use of 5 wells, 2 storage tanks and over 36 miles of water main. All of these components operate together in order to form a complete distribution system. This system needs to provide adequate water quantity and pressure under peak hour conditions not only in the present but into the future.

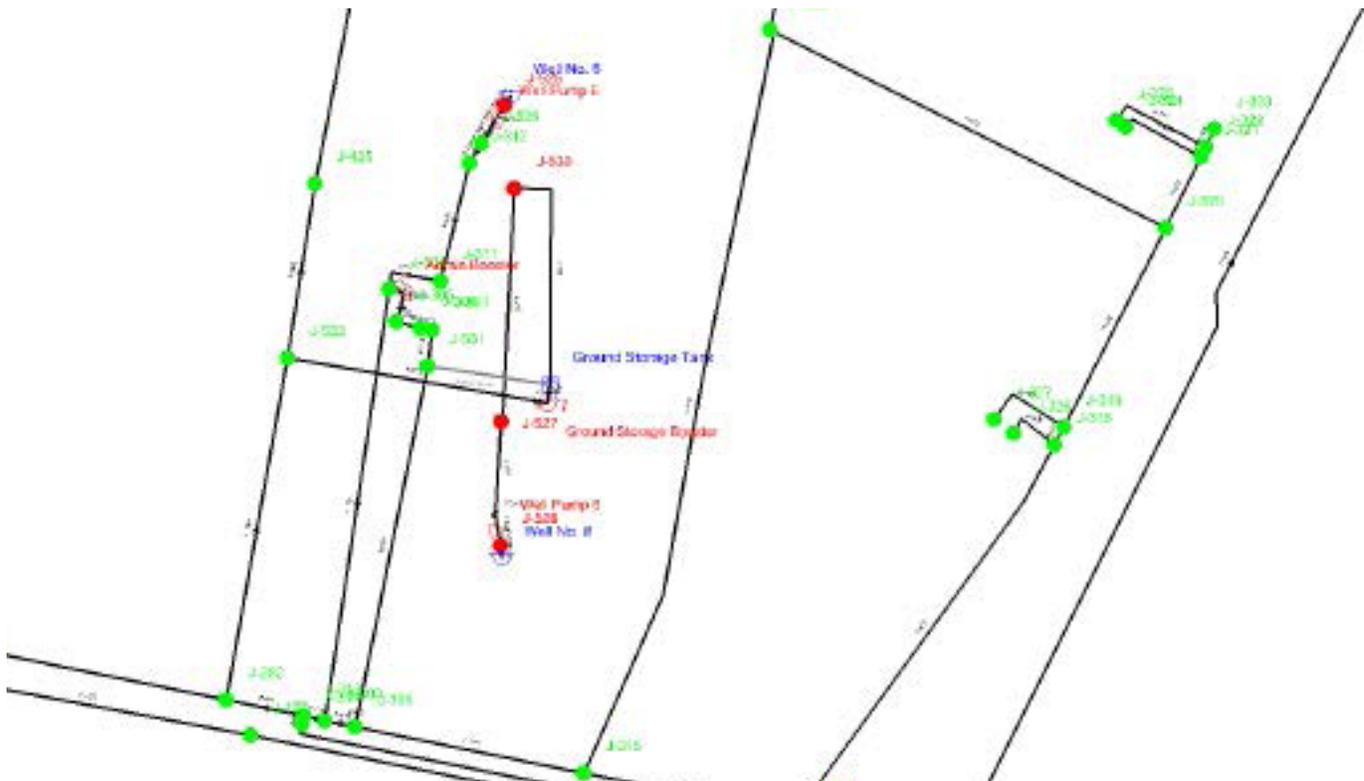
The Village retained D&B to complete an evaluation of the Village's source, storage, and distribution capacity and to propose future improvements to the distribution system.

Project Responsibilities

D&B was responsible for creating a distribution system model of the Village's water source, storage, and distribution system using the software WaterCAD. Using the model, evaluations were completed to determine the areas of concern within the Village based upon current and future peak water usage and fireflows. Solutions were then proposed and evaluated using the model to assess their impact on the Village.

The development of the model involved the following:

- Collection of information about the Village's existing facilities
- Collection and integration of historic flow data
- Collection and integration of peak usage data of individual residents
- Development of a hydraulic model of the distribution system
- Conducting hydrant flow tests and calibrating the model based upon the observed pressure and flow data
- Evaluation of known and projected future development within the Village
- Evaluation of the distribution system performance under current peak and future peak demands as well as fireflow conditions
- Evaluation of potential solutions to areas of concern in the distribution system
- Evaluation of potential source and storage improvements within the Village
- Preparation of a report summarizing all findings and recommendations



Elevated Water Storage Tanks Project Experience



D&B ENGINEERS
AND ARCHITECTS

Syosset Elevated Water Storage Tank Replacement Syosset, NY

Jericho Water District

Key Elements

- 1.5 MG Elevated Water Storage Tank Construction Inspections
- Coordination with Contractor and Client
- Nassau County Department of Health Review and Approval
- Construction and Tank Coating
- Construction Management and Administration
- Basis of Design Report



Project Period

- 2021 – 2024

Project Cost

- \$12M

Reference

- Peter Logan, Superintendent
Jericho Water District
516-921-8280 | plogan@jerichowater.org

Project Overview

Recipient of the 2025 ACEC New York Engineering Excellence Silver Award, D&B provided comprehensive engineering services for the successful replacement of the 1.5-million-gallon elevated water storage tank at the Jericho Water District's (JWD's) main office facility in Syosset, NY. The new composite-style tank—featuring a concrete pedestal and welded steel bowl—is only the second of its kind on Long Island and represents a major infrastructure upgrade for the District. Following construction and successful commissioning of the new tank, the existing 1.5 MG elevated tank was safely demolished. The completed project enhances system reliability, improves water storage and pressure management, and positions the District for long-term operational resilience.



Project Responsibilities

D&B initiated the project by preparing and submitting a comprehensive Basis of Design Report (BODR) to the Nassau County Department of Health (NCDH) for regulatory review. A topographic survey and geotechnical investigation, including subsurface soil borings, were then conducted to inform the tank foundation design. Following these predesign activities, D&B advanced through detailed engineering and developed full contract documents for review and approval by both the District and NCDH.

D&B supported the bidding process by assisting the District with contractor solicitation and bid evaluation, ultimately aiding in the selection of a qualified contractor. During construction, D&B provided full construction administration and inspection services. This included submittal and shop drawing reviews, coordination with the contractor and client, routine site inspections, and oversight of tank erection, coating, and disinfection. D&B also facilitated startup and testing procedures to ensure that the new tank was fully functional and compliant with regulatory requirements before being placed into service. Throughout the project, D&B maintained close coordination with JWD staff and regulatory agencies to ensure the safe, timely, and cost-effective completion of the work.





D&B ENGINEERS
AND ARCHITECTS

500,000-Gallon Elevated Water Storage Tank Replacement Farmingdale, NY

Incorporated Village of Farmingdale

Key Elements

- Demolition and replacement of 500,000-gallon elevated water storage tank
- Construction of a new, glass-lined steel composite elevated tank
- Coordination with cellular carriers to relocate existing equipment to new tank



Project Period

- December 2019 – April 2023

Project Cost

- \$3.7M

Reference

- Brian Harty, Administrator
Incorporated Village of Farmingdale
516-249-0093

Project Overview

D&B provided engineering services for the replacement of the Village's 500,000-gallon elevated water storage tank with a new, glass-lined steel composite elevated tank of the same capacity. The existing tank and well house remained in operation during construction of the new tank, which was located on the same site and required the demolition and removal of an existing garage building and storage containers located on-site. The cellular equipment installed on the existing tank was relocated to the new tank and the new tank was then be put into operation, after which the existing tank was demolished under a separate contract.

Project Responsibilities

Prior to design, D&B prepared and submitted a Basis of Design Report (BODR) to the Nassau County Department of Health (NCDH). D&B also coordinated with cellular carriers by notifying and meeting with each carrier about the project requirements, as well as the details of the relocation process and final installation of cellular equipment. After completing the pre-design tasks, D&B met with the Village to determine the desired tank features and prepared contract documents for construction of the proposed tank and site restoration, as well as separate contract documents for the existing tank demolition. Both sets of completed contract documents were submitted to the Village for review and comment and, once finalized, both sets were submitted to NCDH for approval. D&B assisted the Village with bidding each contract and procuring qualified contractors by evaluating each bid and recommending the lowest responsive and responsible bidders. During construction, D&B provided the Village with construction administration services, such as shop drawing and change order review, as well as the review and recommendation for the contractors' monthly payment requests. Part-time inspection services were also provided during critical points of construction and demolition. Upon completion of construction, a punch list was prepared, and a final inspection was performed for the Village's final acceptance of the work. D&B also assisted the Village during the start-up phase and water quality testing of the tank.



D&B ENGINEERS
AND ARCHITECTS

Syracuse Street Elevated Water Storage Tank Replacement Williston Park, NY

Incorporated Village of Williston Park

Key Elements

- 500,000-gallon elevated water storage tank
- Geotechnical investigation
- Installation of temporary chlorine sample line
- Environmental permitting
- Basis of Design Report
- Bid review and recommendations
- Environmental permitting
- Construction inspection



Project Period

- September 2016 – December 2019

Project Cost

- \$4,820,163

Reference

- Steven Shelley, Superintendent
Incorporated Village of Williston Park
516-746-2193

Project Overview

D&B was retained by the Incorporated Village of Williston Park (Village) to provide professional engineering services for the replacement of the 500,000-gallon Syracuse Street elevated water storage tank. The scope of work includes the demolition and removal of the existing elevated water storage tank, foundations and associated piping and appurtenances; installation of a temporary chlorine sample line; and construction of the replacement elevated water storage tank and associated piping and appurtenances.

Project Responsibilities

D&B first prepared and submitted a Basis of Design Report (BODR) to the Nassau County Department of Health (NCDOH) and prepared a State Environmental Quality Review Act (SEQRA) Environmental Assessment Form. A topographical survey of the site was then performed and soil borings were collected for geotechnical analysis. After the survey and geotechnical analysis, D&B progressed to the design phase and submitted completed contract documents to the Village and NCDOH for approval. Once approved, D&B assisted the Village in soliciting bids and procuring qualified contractors to perform the work. D&B is also providing construction phase services, such as reviewing shop drawings, inspecting the tank's construction, and start-up and testing.

New Drinking Water Well Construction Project Experience



D&B ENGINEERS
AND ARCHITECTS

Packed Tower Aeration System at the Seaman Road Station Glen Cove, NY City of Glen Cove

Key Elements

- Design of a Packed Tower Aeration System (PTAS) treatment facility
- Condition investigation for existing well
- Redevelopment of existing well
- In-kind Well replacement



Project Period

- January 2018 – Ongoing

Project Cost

- \$5.3M

Reference

- Louis Saulino, P.E., Director of Public Works
City of Glen Cove
516-676-4402

Project Overview

The City of Glen Cove retained D&B to provide engineering services for the construction of a packed tower aeration system (PTAS) to remove elevated concentrations of Tetrachloroethene (PCE) and Chlorodifluoromethane (Freon-22) from Well. No. 2S to return it back into service.

A well condition investigation performed during the design phase determined that the well was failing and could not be rehabilitated in place. A new well was designed in a new location on the site

Project Responsibilities

D&B is responsible for the preparation of plans and specifications to assist with permitting, as well as bidding and construction services.



D&B ENGINEERS
AND ARCHITECTS

Merrick Operations District Replacement of Well 12 at Jefferson Street Station Merrick, NY

Liberty New York Water

Key Elements

- Well Replacement Design and Permitting
- Well Enclosure Design and Permitting
- Blowoff and Drainage Improvements
- Value Engineering



Project Period

- 2016 – 2021

Project Cost

- \$1.8M

Reference

- John Kilpatrick, Director of Engineering
Liberty Utilities (New York Water) Corp
516-632-2216 | John.Kilpatrick@LibertyUtilities.com

Project Overview

When Liberty Utilities' existing Well 12 at the Jefferson Street Station exhibited loss of performance, D&B was retained to assist with restoring the well's lost capacity. A review of historical records indicated that after 50 years of service and several repairs, the well's specific capacity indicator of performance efficiency had fallen from 67 gpm/ft to 20 gpm/ft. D&B was asked to assist with the permitting and construction of a new replacement Well 12A on the site as well as design and permitting of a new well enclosure and demolition of the existing well and enclosure structure.

The new well was permitted through the New York State Department of Environmental Conservation and Nassau County Department of Health (NCDH). This well replacement project was challenging due to the condition that the original location of Well 12 did not achieve land ownership requirements represented in the State Sanitary Code, and relocation of the new well to meet ownership requirements would have resulted in significant pumping impacts and influence upon the opposing well at the site, Well 11. D&B worked closely with the NCDH to justify a new well location that would avoid unnecessary pumping influence while maximizing compliance with State Sanitary code criteria.

As the existing station did not exhibit adequate on-site drainage capacity to serve routine well blowoff needs, the project included design, feasibility analysis and permitting of a drainage basin and interconnection with the municipal stormwater drainage system to avoid past practices of discharge of large volumes of water through the local neighborhood.

Project Responsibilities

D&B provided the design and permitting of the new well through the NYSDEC and NCDH, perform permitting of the new well enclosure through the NCDH, study the municipal drainage system and solicit a drainage connection permit from the Town of Hempstead, design an on-site system to manage well blowoff discharge, and assist with obtaining zoning approval for the new improvements. D&B was also requested to assist with construction inspection services related to construction of the new well and its development and testing.





D&B ENGINEERS
AND ARCHITECTS

New Well No. 7 and Well House Old Westbury, NY

Village of Old Westbury

Key Elements

- New well and well house building
- Standby diesel generator, automatic transfer switch, and other electrical construction
- Design, bidding and construction phase services
- Preparation of single prime and multiple prime contract documents



Project Period

- December 2015 – September 2019

Project Cost

- \$2.3M

Reference

- Daniel Alves, Superintendent of Water Incorporated Village of Old Westbury 516-626-0800

Project Overview

D&B was retained by the Village of Old Westbury to provide professional engineering services for the new Well No. 7 located within the Spring Hill Farms development. The scope included the design, bidding and construction phase services required to construct a new well, as well as the associated well house and appurtenances to deliver a complete facility.

The project involved clearing a portion of land, grading it, and preparing it for use as a water supply facility by improving nearby access roads. New underground water mains and water services were required. In addition, the Village was in the process of planning for a SCADA system, so provisions were included in the contract for potential future communications upgrades.



Project Responsibilities

The project necessitated that two sets of contract documents be prepared in separate phases. The first phase required that D&B prepare the contract documents for Well No. 7 so that construction could quickly commence, and the second phase required that the contract documents be prepared for the well house facility while the well's construction was underway. The well construction contract was prepared for bidding by a single prime contractor and the well house facility contract was prepared for bidding by three prime contractors—general construction, plumbing construction and electrical construction—in accordance with Wicks Law.

In addition, D&B was responsible for preparing the necessary reports and applications for approval from the Nassau County Department of Health (NCDH) and coordination with the New York State Department of Environmental Conservation (NYSDEC). D&B also provided part time inspection services during construction as well as office engineering and startup assistance.



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

AGENDA

BOARD OF TRUSTEES' MEETING July 28, 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.