

AGENDA BOARD OF TRUSTEES' MEETING October 7, 2025

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from September 29, 2025.
- b) Request approval of the public assembly application to hold the Veterans Stand Down on Tuesday, November 25, 2025 (no rain date) from 7:00 A.M. to 2:00 P.M. at the Freeport Armory on Babylon Turnpike.

2. ASSESSOR – Vilma I. Lancaster

- a) Request authorization to correct the 2023 through 2025 Final Assessment Rolls for Section 54, Block 334, Lot 281 a/k/a 11 Buchanan Street, due to a clerical error and correct the current exemption from combat war to cold war veteran, and for the Village Treasurer to issue 2023 through 2025 restored and corrected tax bills and issue a refund check in the amount of \$49.80 to the property owner.

3. AUDITOR – Megan Martinez-Ewald

- a) Request to advertise a request for proposals for “Independent Auditing Services” in the Freeport Herald, on October 9, 2025 with a return date of October 31, 2025.

4. HUMAN RESOURCES – Conor Kirwan

- a) Request retroactive approval to extend the Length of Service Award Program (LOSAP) agreement with Penflex Inc., 50 Century Hill Drive, Suite 3, Latham, New York 12110, from March 1, 2025 through February 28, 2026, in the amount of \$16,385.00, with an increase of \$1 per participant.

5. VILLAGE ATTORNEY – Howard E. Colton

- a) Request retroactive approval of the professional services agreement with Pride Adjusters LLC, PO Box 132, 203 Glen Cove Avenue, Sea Cliff, New York 11579, for services related to the Village's New York No-Fault claims, from September 1, 2025 through February 28, 2026, at a cost of \$110 per hour.

6. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request approval to close out the \$130,000 bond for the “Acquisition of Police Vehicles” and associated capital Police Vehicle SAM grant and transfer the remaining \$25,645.92 plus interest earned to the General Fund reserve for Debt Service account.

COMMENTS PERMITTED ON AGENDA ITEMS

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

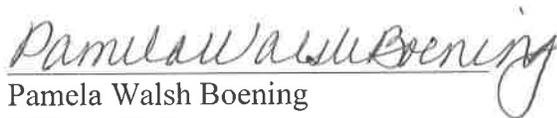
TO: Mayor Robert T. Kennedy
FROM: Pamela Walsh Boening, Village Clerk

DATE: September 29, 2025

RE: Carnival/Festival/Bazaar
Organization: Veterans Service Agency
Date: Tuesday, November 25, 2025
Rain Date: None
Time: 7:00 A.M. to 2:00 P.M.
Assembly Time: 7:00 A.M.
Location: Freeport Armory

Attached is a copy of the request for a Carnival~Festival~Bazaar Public Assembly Application submitted by the Veteran Service Agency, to hold the Veterans Stand Down on Tuesday, November 25, 2025 (no rain date) at the Freeport Armory, Babylon Tpke from 7:00 A.M. to 2:00 P.M. Approximately 500 individuals will drive through the Armory location for this event. All equipment will be removed by 5:00 P.M. The applicant, Mr. Esposito has been in contact with the tenants at the Armory and will keep them informed of any updates.

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


Pamela Walsh Boening
Village Clerk

Attachments

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

Applicant:

Ralph Esposito ^{BLOG Q} 2201 Hempstead Tpk EAST Meadow NY 11557
Name Address Apt City State Zip
(516) 572-6512 (516) 572-6512 resposito1@nassaucountyny.gov NASSAU COUNTY VETERANS SERVICE Agency
Telephone # Business # Email Address Permit Applicant Organization Affiliation

Organization:

Veterans Service Agency ^{BLOG Q} 2201 Hempstead Tpk EAST Meadow NY 11557
Organization Name Address City State Zip
(516) 572-6512 resposito1@nassaucountyny.gov
Telephone # Email Address

Organization Representatives (Other than applicant):

- 1) _____ Name _____ Contact Phone# _____ Position
- 2) _____ Name _____ Contact Phone# _____ Position
- 3) _____ Name _____ Contact Phone# _____ Position

Carnival/Festival/Bazaar Operator / Contractor:

Business Name Address City State Zip

Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: VETERANS STAND DOWN

Requested Carnival/Festival/Bazaar Location: FREEPORT ARMY PARKING LOT

Set Up Day: Tuesday Date: 11/25/2025 Set Up Start Time: _____ AM/PM

Dates of operation:

1st Day: Tuesday Date: 11/25/2025 Start Time: 7:00 AM End Time: 2:00 AM
 2nd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
 3rd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
 4th Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM

Equipment Removal will be done by: Date: 11/25/2025 Time 5:00 AM

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

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

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

VETERANS STAND DOWN will occupy PART OF FREEPORT ARMORY PARKING LOT - OUTSIDE OF BUILDING

B) List each ride.

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

10 FT X 10 FT TENT will be set-up in the PARKING LOT FOR TABLES/CHAIRS

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.

(3) VANS will be used to deliver items to the FREEPORT ARMORY ON EVENT DAY

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

USE OF PARKING LOT OF FREEPORT ARMORY

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?

500 VETERANS DRIVING - THRU WITH CARS

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

(1) - 30 CUBIC YARD ROLL-OFF DUMPSTER FOR ALL TRASH

(4) - PORTABLE TOILETS FOR VOLUNTEERS ONLY

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: No Yes/No
If yes, please describe and attach all related correspondence or permits that authorize their use.

EVENT SIGNS AND LAWN SIGNS AT THE LOCATION
BEFORE EVENT - ALL SIGNS REMOVED AFTER
THE EVENT IS COMPLETED.

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

N/A

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

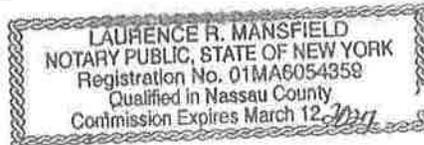
N/A

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

Ralph Eposito
Signature

Sworn to before me this
15th day of SEPTEMBER, 2025

Laurence R. Mansfield
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.

9/15/2025

Inc. Village of Freeport
46 N Ocean Ave
Freeport, NY 11520

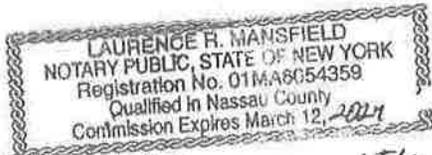
Insurance Requirement Notice:

Nassau County Veterans Service Agency, 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 person or persons including employees or an account of damage to property, including loss of use thereof, arising out of or in consequence of the use of 63 Babylon Tpke, Freeport Armory in Freeport, by Nassau County Veterans Service Agency; whether or not such injury to persons or damage to property are due or claim to be due to any negligence Nassau County Veterans Service Agency of Nassau County Veterans Service Agency their employees or agents.

Sign: Ralph Esposito (Veterans Service Agency) _____

Date: 9/15/2025

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



Signature Ralph Esposito
Applicant

Sworn to before me this 15th

Day of SEPTEMBER 2025

Laurence R. Mansfield
Notary

Application Approved: _____

Application Denied: _____

By: _____

BRUCE A. BLAKEMAN
County Executive



THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

September 15, 2025

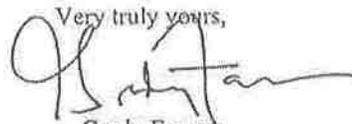
Village of Freeport
96 North Ocean Avenue
Freeport, New York 11520
Attention: Mayor Robert F. Kennedy

RE: Letter of Facility Request for
The Freeport Armory
63 Babylon Tpke
Freeport, New York 11520

Dear Mayor Kennedy:

This will confirm that the County of Nassau, as a major tax-supported municipality, is a self-assumer of its general & professional liability, vehicle/auto exposures, property exposures, and workers' compensation.

The County, therefore, assumes its liability resulting from its negligence or willful misconduct in connection with your insurance requirement for the Nassau County Veterans Service Agency Office for an event on Tuesday, November 25, 2025; Veterans Stand Down at The Freeport Armory, 63 Babylon Tpke, Freeport, New York 11520 from 9:00 a.m. to 1:00 p.m. We trust that this letter will suffice, but please feel free to contact us if you have any questions.

Very truly yours,

Grady Farnan
Insurance

CC: Paul Vista
Deputy Director
Nassau County Veterans Service Agency
Email: jpvista@nassaucountyny.gov

ONE WEST STREET – MINEOLA, NEW YORK 11501-4820
516-571-0490, FAX 516-571-6684, 6604

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 Veterans Service Agency 2201 Hempstead Tpke.

East Meadow New York 11554 (516) 572-6512
City State Zip Telephone #

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

Event: Veterans Stand Down at the Freeport Armory, Babylon Tpke., Freeport, NY
Sponsored by the Veterans Service Agency

Date: Tuesday, November 25th, 2025

Location: Freeport Armory, Babylon Tpke. Freeport

Time: 7:00 A.M. to 2:00 P.M.

Assembly: 7:00 A.M.

Rain Date: None

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The applicant must notify all residents and business personnel with notice of the event and any anticipated road closures. The Applicant must abide by any Governors Executive orders that may exist at the time.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 2:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down and clear the event by 5:00 P.M. sharp without prompting from police or village officials. The participants will be responsible for removing any event signs and clean up after the event.**
- 4. If an emergency occurs, the event participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road Not Blocking Vehicle Traffic.**
- 6. Applicants: Ralph Esposito (516) 572-6512**

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

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

Please note the parade/public assembly permit 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  9/24/2025
Rank Name Signature Date

CC to: Mayor Village Attorney Fire Chief Public Works

Affected Public Transportation Utilities Other:

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: 9/24/2025
RE: Veterans Stand Down
(Freeport Armory, Babylon Tpke., Freeport, NY)

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 will be valid.

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

Thank you,



Michael G. Williams
Assistant Chief of Police

**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: September 24, 2025

RE: Carnival/Festival/Bazaar Public Assembly Permit Application
Organization: Veterans Service Agency
Applicant: Ralph Esposito
Date: Tuesday, November 25, 2025
Rain Date: None
Time: 7:00 am – 2:00 pm
Set-up Time: 7:00 am
Location: Freeport Armory

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Ralph Esposito on behalf of Veteran Service Agency, to hold a Veterans Stand Down.

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: Thursday, September 25, 2025 11:43 AM
To: Pamela Boening
Subject: RE: 11.25.2025 Armory Veterans Stand Down

I have reviewed the Public Assembly Permit application for November 25, 2025 (Rain Date: None)

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, September 23, 2025 4:28 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; 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: 11.25.2025 Armory Veterans Stand Down

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Wednesday, September 24, 2025 1:18 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 11.25.2025 Armory Veterans Stand Down

The insurance is approved for the 11/25/25 Armory Veterans Stand Down

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, September 23, 2025 4:28 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; 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: 11.25.2025 Armory Veterans Stand Down

Please send recommendation.

Incorporated Village of Freeport

INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: September 30, 2025

RE: Request to Correct from 2023 to 2025 Final Assessment Roll for
54 / 334 / 281- 11 Buchanan St

The owner of 11 Buchanan St. applied for a Veterans Exemption in 2016 for the taxable year of 2017/2018 and provided his DD214 - Certificate of Service Separation, Deed, Proof of Residence - Drivers' License. The applicant was granted a Combat War Veterans Exemption (41131) under RPTL§458(a) - 15% for a veteran who served during a period of war and an additional 10% who served in a Combat-Zone or Theater in a total amount of 25%, in error. The correct exemption should have been a Cold War Veteran Exemption (41161) under RPTL§458(b) - 15% for a Non-Combat Veteran Exemption who served during a period of war.

Based on RPTL §556 the tax levying body can only look back three years for the outstanding clerical error, unlawful entry or error in essential fact for tax amount that is outstanding within three years of annexation of the warrant. This is attributed to a clerical error that is defined in relevant part as "an entry which is a mathematical error present in the computation of a partial exemption" (See RPTL§550). Due to the application of the incorrect exemption, the owner over paid his taxes in 2024 and 2025 and under paid in 2023. Errors in essential fact may be corrected by the Board in accordance with the provisions of RPTL §552.

Permission is hereby requested to correct 2023 to 2025 Final Assessment Roll. The clerical error of Combat War 41131 exemption of 25% should be corrected to Cold War Veteran 41161 at 15% Veterans' exemption. **(See Chart Below). The 2026/2027 Exemption** will reflect the change from 41131 Combat War to 41161 Cold War Veteran.

Permission is further requested to issue a restored and corrected tax bills from 2023 to 2025. When the correct exemption for the property is applied for 2023 to 2025, the property owner is owed a refund of \$49.80.

EXEMPTION CODES with VALUES

S / B / L	Address	Exemption Code Error	Exemption Error Amount	Correct Exemption Code	Correct Exemption Amount
54 / 334 / 281	11 Buchanan St	41131 - Vet Combat War	2025 - 732 2024 - 780 2023 - 900	41161 - Vet Cold War	2025 - 831 2024 - 831 2023 - 831

TOTAL TAX AMOUNT 2025

0.61561

AV	5,539			AV	5,539		
41131	<u>732</u>			41161	<u>831</u>		Refund
Total AV	4,807	\$2,959.24		Total AV	4,708	\$2,898.29	\$60.95
Refuse		<u>565.00</u>		Refuse		<u>565.00</u>	
Total Tax		<u>\$3,524.24</u>		Total Tax		<u>\$3,463.29</u>	

TOTAL TAX AMOUNT 2024

0.61561

AV	5,539		AV TAX	AV	5,539		AV TAX	Refund
41131	<u>780</u>			41161	<u>831</u>			
AV	4,759		\$2,929.68	AV	4,708		\$2,898.29	\$31.39
44210	<u>4</u>			44210	<u>4</u>			
Total AV	4,755	\$2,927.23		Total AV	<u>4,704</u>	\$2,895.82		
Refuse		<u>536.00</u>		Refuse		<u>536.00</u>		
Total Tax Amount		\$3,463.23		Total Tax Amount		\$3,431.82		

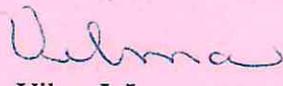
TOTAL TAX AMOUNT 2023

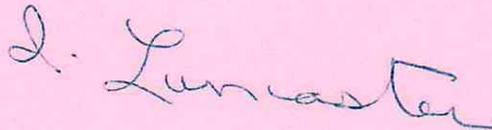
0.61649

AV	5,539		AV TAX VALUE	AV	5,539		AV TAX VALUE	Tax Due
41131	<u>900</u>			41161	<u>831</u>			
AV	4,639		\$2,859.89	AV	4,708		\$2,902.43	\$42.54
44210	<u>29</u>			44210	<u>29</u>			
Total AV	4,610	\$2,842.02		Total AV	4,679	\$2,884.55		
Refuse		<u>536.00</u>		Refuse		<u>536.00</u>		
Total Tax Amount		\$3,378.02		Total Tax Amount		\$3,420.55		

**REFUND 2024 - \$31.39 & 2025- \$60.95 TOT VILLAGE REFUND
to Parcel Owner \$92.34 Less 2023 Tax Due by Parcel Owner of \$42.54
results in a refund of \$49.80 to parcel owner**

Pursuant to GML Article 18, the Board is hereby notified that the owner of 11 Buchanan Street is Mark Davella, an officer of Real Estate Assessment Group, a contractor who works in the Assessment Department.


Vilma I. Lancaster
Village Assessor



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

WHEREAS, the owner of 11 Buchanan Street applied for a Veterans Exemption in 2016 for the taxable year of 2017/2018 and provided his DD214 - Certificate of Service Separation, Deed, Proof of Residence - Drivers' License; and

WHEREAS, the applicant was granted a Combat War Veterans Exemption (41131) under RPTL§458(a) - 15% for a veteran who served during a period of war and an additional 10% who served in a Combat-Zone or Theater in a total amount of 25%, in error; and

WHEREAS, the correct exemption should have been a Cold War Veteran Exemption (41161) under RPTL§458(b) - 15% for a Non-Combat Veteran Exemption who served during a period of war; and

WHEREAS, under RPTL §556 the tax levying body can only look back three years for the outstanding clerical error, unlawful entry or error in essential fact for tax amount that is outstanding within three years of annexation of the warrant; and

WHEREAS, permission is requested for the Assessor to correct 2023 to 2025 Final Assessment Roll; and

WHEREAS, the clerical error of Combat War 41131 exemption of 25% should be corrected to Cold War Veteran 41161 at 15% Veterans' exemption. (See Chart Below); and

WHEREAS, the 2026/2027 Exemption will reflect the change from 41131 Combat War to 41161 Cold War Veteran; and

EXEMPTION CODES with VALUES

S / B / L	Address	Exemption Code Error	Exemption Error Amount	Correct Exemption Code	Correct Exemption Amount
54 / 334 / 281	11 Buchanan St	41131 - Vet Combat War	2025 – 732 2024 – 780 2023 - 900	41161 – Vet Cold War	2025 – 831 2024 - 831 2023 - 831

TOTAL TAX AMOUNT 2025

0.61561

AV	5,539			AV	5,539		
41131	<u>732</u>			41161	<u>831</u>		Refund
Total AV	4,807	\$2,959.24		Total AV	4,708	\$2,898.29	\$60.95
Refuse		<u>565.00</u>		Refuse		<u>565.00</u>	

Total Tax		<u>\$3,524.24</u>		Total Tax		<u>\$3,463.29</u>	
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TOTAL TAX AMOUNT 2024
0.61561

AV	5,539		AV TAX	AV	5,539		AV TAX	Refund
41131	<u>780</u>			41161	<u>831</u>			
AV	4,759		\$2,929.68	AV	4,708		\$2,898.29	\$31.39
44210	<u>4</u>			44210	<u>4</u>			
Total AV	4,755	\$2,927.23		Total AV	<u>4,704</u>	\$2,895.82		
Refuse		<u>536.00</u>		Refuse		<u>536.00</u>		
Total Tax Amount		\$3,463.23		Total Tax Amount		\$3,431.82		

TOTAL TAX AMOUNT 2023
0.61649

AV	5,539		AV TAX	AV	5,539		AV TAX	Tax Due
41131	<u>900</u>		VALUE	41161	<u>831</u>		VALUE	
AV	4,639		\$2,859.89	AV	4,708		\$2,902.43	\$42.54
44210	<u>29</u>			44210	<u>29</u>			
Total AV	4,610	\$2,842.02		Total AV	<u>4,679</u>	\$2,884.55		
Refuse		<u>536.00</u>		Refuse		<u>536.00</u>		
Total Tax Amount		\$3,378.02		Total Tax Amount		\$3,420.55		

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemption be corrected on the 2023/2024 to 2025/2026 Final Assessment Rolls as listed above; and

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

WHEREAS, pursuant to GML Article 18, the Board is aware that the owner of 11 Buchanan Street is Mark Davella, an officer of Real Estate Assessment Group, a contractor who works in the Assessment Department; 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 2023/2024 to 2025/2026 Final Assessment Rolls and that the Treasurer issue a restored and corrected tax bill and a refund of \$49.80 to the property owner.

The Clerk polled the Board as follows:

Deputy Mayor Martinez
Trustee Squeri
Trustee Sanchez
Trustee Butler
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

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

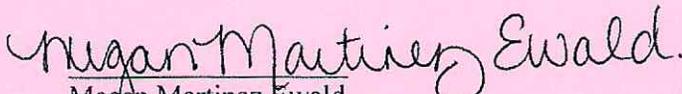
TO: Robert T. Kennedy, Mayor
FROM: Megan Martinez-Ewald, Village Auditor
DATE: September 30, 2025
RE: Request for Proposals – Independent Auditing Services

Every year, the Village's financial statements are required to undergo an independent audit in order to render an opinion on the statements' presentation of the Village's financial position. In addition, as part of the audit engagement, a statement of internal controls are issued, as well as a single audit of the Village's Schedule of Federal Awards (SEFA) in accordance with OMB Circular A-133 (if applicable) and an audit of the Village's Justice Court.

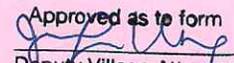
Since 2015, the Board has awarded the contract to BST & Co CPAs. However, the contract expires on February 28, 2025 and under General Municipal Law and at the recommendation of the New York State Comptroller, a Request for Proposals should be completed. The new proposal would cover the retroactive period March 1, 2025 through February 28, 2026 with an option in favor of the Village to extend the contract two (2) additional one (1) year terms.

If this meets your approval, please place on the next available Board agenda the authorization for the Purchasing Agent to publish a Request for Proposals for Independent Auditing Services in the Leader and other relevant publications of general circulation with a return date of October 31, 2025.

Thank you.


Megan Martinez Ewald
Village Auditor

Cc: Alvin McDaniel, Village Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport requires the services of a company able to provide annual independent auditing services to monitor the financial status of the Village; and

WHEREAS, the auditors render an opinion on the financial statements' presentation of the Village's financial position, issue a statement of internal controls, conduct a single audit of the Village's Schedule of Federal Awards (SEFA) in accordance with OMB Circular A-133 (if applicable) and an audit of the Village's Justice Court; and

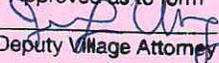
WHEREAS, since 2015, the Board has awarded the contract to BST & Co CPAs. However, the contract expires on February 28, 2025 and under General Municipal Law and at the recommendation of the New York State Comptroller, a Request for Proposals should be completed; and

WHEREAS, the new proposal would cover the retroactive period March 1, 2025 through February 28, 2026, with an option in favor of the Village to extend the contract two (2) additional one (1) year terms; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Auditor, the Village Clerk hereby is authorized to advertise a Notice of Request for Proposals for "Independent Auditing Services" in the Freeport Herald and other relevant publications of general circulation on October 9, 2025, with specifications available from October 10, 2025 to October 31, 2025, with a return date of October 31, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

REQUEST FOR PROPOSALS
INDEPENDENT AUDITING SERVICES
For
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

The Incorporated Village of Freeport is hereby requesting proposals from qualified firms of Certified Public Accountants (CPAs) to conduct the annual audit of the finances of the Village of Freeport.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 a.m. on Friday, October 10, 2025 until 4:00 p.m. Friday, October 31, 2025.

Completed proposals are to be delivered to Mrs. Taylor D'Orta, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. **All proposals must be received by 4:00 p.m. Friday, October 31, 2025.**

The Board reserves the right to reject any or all proposals received. In submitting a proposal, Vendors agree not to withdraw their proposal within forty-five (45) days after the date required to submit.

The Incorporated Village of Freeport is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

Taylor D'Orta
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 9, 2025

VILLAGE OF FREEPORT

Nassau County, New York



REQUEST FOR PROPOSAL

INDEPENDENT AUDITING SERVICES

**MAYOR
ROBERT T. KENNEDY**

TRUSTEES

**JACQUES V. BUTER
EVETTE SANCHEZ**

**JORGE MARTINEZ
CHRISTOPHER SQUERI**

**Pamela Walsh-Boening, Village Clerk
Howard E. Colton, Village Attorney
Ismaela Hernandez, Village Treasurer**

Taylor D'Orta, Purchasing Agent

**Final proposals must be received at the Purchasing Department by
4:00p.m. Friday, October 31, 2025**

REQUEST FOR PROPOSALS
INDEPENDENT AUDITING SERVICES
For
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

The Incorporated Village of Freeport is hereby requesting proposals from qualified firms of Certified Public Accountants (CPAs) to conduct the annual audit of the finances of the Village of Freeport.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 a.m. on Friday October 10, 2025 until 4:00 p.m. Friday, October 31, 2025.

Completed proposals are to be delivered to Mrs. Taylor D'Orta, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. **All proposals must be received by 4:00 p.m. Friday, October 31, 2025.**

The Board reserves the right to reject any or all proposals received. In submitting a proposal, Vendors agree not to withdraw their proposal within forty-five (45) days after the date required to submit.

The Incorporated Village of Freeport is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

Taylor D'Orta
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 9, 2025

1. General Expectations

All proposals shall be legibly typed and comply in all regards with the requirements of this RFP.

All proposals must be signed in ink in the blank spaces provided herein. If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If a corporation makes the proposal, an authorized official must sign it in the name of said corporation.

Sealed proposals must be submitted, bearing on the outside the name and address of the proposing party, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the proposal must be enclosed in a sealed package addressed to:

**Ms. Taylor D'Orta, Purchasing Agent
Independent Auditing Services
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520**

The Incorporated Village of Freeport reserves the right to solicit additional information or proposal clarification from vendors, or any one vendor, should the Incorporated Village of Freeport deem such information necessary.

The Incorporated Village of Freeport reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposal submission process, and to negotiate further with any proposing parties. Any disputes, or interpretations, will be resolved by the Incorporated Village of Freeport and will be final.

Any material supplied by a Proposing Party that may be considered confidential, to the extent it is allowed under law, must be so marked with statutory exemption asserted.

2. Terms of Contract

The term of the agreement will be for one year, with an option in favor of the Village to renew for two additional one year terms with no increase to annual cost.

Based upon the Purchasing Agent's review of the proposals received, the Incorporated Village of Freeport will select its preferred proposal and proceed to contract negotiations. If negotiations are not successful with the party who submitted the preferred proposal, the Village may negotiate with the next party regarding its proposal, or decide to make no selection.

Acceptance of the proposal shall be deemed to have been granted only upon the signing of a professional services agreement by both the proposing party and the Incorporated Village of Freeport.

The Incorporated Village of Freeport accepts no responsibility for expenses incurred in the proposal preparation and presentation. Such expense is to be borne exclusively by the proposing party.

3. Schedule

Any questions related to this RFP shall be submitted in writing.

Proposals must be submitted no later than 4:00 p.m. on October 31, 2025. All submitted proposals must arrive at the office of the Purchasing Department, Incorporated Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at or before 4:00 P.M. on this date. Proposals must arrive in a sealed and clearly labeled enclosure.

4. Official Contact

Proposals are due no later than 4:00 p.m. on October 31, 2025. Each proposal should be sealed and addressed to:

**Inc. Village of Freeport
Attn: Taylor D'Orta
Independent Auditing Services
46 North Ocean Avenue
Freeport, NY 11520**

Any questions should be directed to:

**Megan Martinez-Ewald
Village Auditor
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520
516-377-2301 phone
mmartinez@freeportny.gov email**

and

**Alvin McDaniel
Village Comptroller
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520
516-377-2277 phone
amcdaniel@freeportny.gov email**

5. Selection

The review and selection of valid and on-time proposals will be undertaken by the Incorporated Village of Freeport.

The Incorporated Village of Freeport reserves the right to reject any proposal received.

6. Scope of Services

The audit engagement period shall cover the period beginning with the fiscal year ending February 28, 2025 and render opinions on the financial statements for the years then ended. The audit will be conducted in accordance with Generally Accepted Auditing Standards. A Management Letter shall be prepared with recommendations for improving internal accounting controls. At the conclusion of the audit, a senior representative of the accounting firm shall appear before the Village Administration to discuss the findings of the resulting audit, and recommendations for improving the Village's systems of internal control.

Over the course of the audit engagement period, the accounting firm shall, at no additional cost to the Village, make qualified staff members available to the Village for general consultation, regarding financial accounting, and reporting issues.

The engagement shall be staffed in such a manner so as to allow completion of the preliminary field work in not more than one week and the primary field work in not more than two consecutive weeks. In addition, Village offices cannot accommodate more than 4 auditors working simultaneously.

7. Report Requirements

The following reports are required at the completion of each fiscal year of the engagement:

Independent Auditors' Report which includes an opinion as to whether the general purpose financial statements present fairly the financial position and results of financial operations of the Village in accordance with the generally accepted accounting principles for the state and local governments. This opinion is to be expressed on the financial statements at the combined level.

Financial Statements prepared under the financial reporting model as it relates to Governmental Accounting Standards Board (GASB) Statement No. 34

A management letter of comments and recommendations.

Relating to Federal Programs:

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards for the year ended February 28, 2025

Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance for the year ending February 28, 2025.

Independent Auditors' Report on Compliance for Each Major New York State Department of Transportation (NYSDOT) Assistance Program; Report on Internal Control Over Compliance; and Report on Schedule of NYSDOT Assistance Expended Required by Part 43 of New York State Codification of Rules and Regulations (if applicable)

Independent Auditors' Report of the Statement of Cash Receipts, Cash Disbursements and Cash Balances of the Incorporated Village of Freeport Justice Court for the year ended February 28, 2025

The accounting firm shall print, bind, and submit ten (10) copies of the aforementioned reports to the Village Comptroller of the Village of Freeport. A copy of the report shall also be provided in electronic word-searchable form (i.e., Adobe PDF).

The accounting firm shall conduct an annual planning meeting with the Village Comptroller prior to the beginning of each fiscal year's work, and shall conduct an annual exit conference with the Village Comptroller to review draft copies of the aforementioned reports, prior to issuance in final form. The final reports shall be provided no later than **August 31st** of year two (2) and three (3) of the contract.

8. Subletting or Assigning the Contract

Pursuant to §109 of the General Municipal Law of the State of New York, no Vendor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the prior written consent of the Board of Trustees of the Village of Freeport.

Experience Requirements and Questionnaire

Vendor providing service to the Incorporated Village of Freeport must have a minimum of seven (7) years of verifiable experience in handling same or similar services as outlined in Section 6 - Scope of Services and answer all of the following questions:

- A. How many years has your organization been in the business under your present business name? _____

B. What organizations has your company completed projects for?

Name	Address	Phone	Owner
<hr/>			
Contract Amount _____			
Type of Work: _____			
Date of Completion: _____			

Name	Address	Phone	Owner
<hr/>			
Contract Amount _____			
Type of Work _____			
Date of Completion: _____			

Name	Address	Phone	Owner
<hr/>			
Contract Amount _____			
Type of Work _____			
Date of Completion: _____			

A. Does the business currently have any litigation pending, if so, list dates and names of parties involved.

B. For what government agencies including states, cities, counties, or villages have you performed work, and to whom do you refer?

9. Non-Collusive Proposal Certification

By submission of this request for proposal, each proposing party and each person signing on behalf of any proposing party certifies, and, in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion,
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;
- C. No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- D. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

10. Withdrawal

A proposal already received may be withdrawn from consideration by the Incorporated Village of Freeport only if the proposing party furnishes a written notice that the proposal is withdrawn prior to the time stated for the opening of the proposal.

11. Confidentiality

The Vendor acknowledges that in performing services for the Village of Freeport, the Vendor may develop, have access to, or directly or indirectly be exposed to, information of a proprietary and confidential nature, including information that is designated proprietary or confidential or that any reasonable person would regard as such based on the nature or source of the information. Vendor shall keep confidential and not disclose any such information or the terms of this agreement to any third party, and upon termination of this agreement, the Vendor shall promptly return to the Village any confidential information in the Vendor's possession. The provisions of this paragraph shall survive any termination of this agreement.

12. Proposal

Submit **original** proposal and **(3) three hard copies** of your proposal to the Incorporated Village of Freeport's Purchasing Agent, Taylor D'Orta and provide the pricing for the following projects:

NOTES:

1. The Incorporated Village of Freeport reserves the right to include or delete any one of the items from the contract or adjust the contract amount accordingly.
2. The Vendor is hereby forewarned that the Village reserves the right to reject any proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

Pricing Hourly rate as specified.

(Amount in words)

\$ _____
(Figures)

Please include on a separate page whether any additional expenses are contemplated in your proposal.

13. Certification

The undersigned hereby certifies that he/she understands the specifications, has read the RFP document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. The Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. The Vendor also agrees that acceptance of any or all proposal items by the Incorporated Village of Freeport, within the time frame indicated in this proposal constitutes a contract.

The undersigned hereby certifies that he/she has not participated in nor been party to any collusion, price fixing or any other unethical agreements with any company, firm or person concerning the pricing submitted on this proposal.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit an offer on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

The individual signing this proposal further certifies that no officer or employee of the Incorporated Village of Freeport is personally interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral

or in writing, of the Village of Freeport, its officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms;

The following information must be provided in its entirety for your proposal to be considered:

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Fax of Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Dated at this day of _____

(Name of Organization) _____

By _____

(Title of Person Signing) _____

STATE OF NEW YORK:)

ss:

COUNTY OF NASSAU:)

_____, being duly sworn, deposes and says that he is

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

_____ day

of _____ 20__

Notary Public

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

To: Mayor Robert Kennedy

From: Conor Kirwan

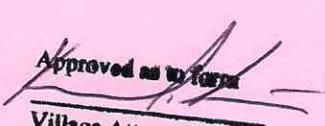
Date : September 24, 2025

RE: LOSAP Agreement

Request is made to extend the LOSAP agreement with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 to 2/28/26. The total cost of the agreement will be \$16,385.00. The Base Fee remains the same as last year and the Per Participant Fee increased by \$1. The cost of this agreement will be paid as an administrative expense of the program and not through the general fund and there is sufficient funding to cover this expense.

If this meets with your approval, please place this on the next available Board agenda for authorization to execute the agreement between the Incorporated Village of Freeport and Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 for a term of one year effective retroactive to 3/1/25 at a cost of \$16,385.00.


Conor Kirwan


Approved as to form

Village Attorney

9/25/25

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

WHEREAS, the Village of Freeport offers a Fire Length of Service Award Program (LOSAP) to the members of its Volunteer Fire Department; and

WHEREAS, on December 16, 2013 the Village Board approved an agreement with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 for the provision of its LOSAP administrative services for a term running from November 1, 2013 through October 31, 2014; and subsequently renewed through February 28, 2025; and

WHEREAS, the Executive Director of Human Resources has recommended a retroactive renewal agreement running from March 1, 2025 to February 28, 2026, for a cost of \$16,385.00 per year; and

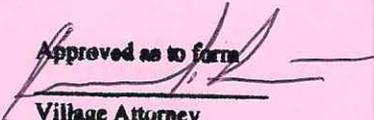
WHEREAS, the agreement includes the purchase of the GASB 73 package; and

WHEREAS, the cost of this agreement will be paid as an administrative expense of the program and not through the general fund and there is sufficient funding to cover this expense; and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Director of Human Resources, the Board hereby approves, and the Mayor be is hereby authorized to execute any and all documentation with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110, for the provision of its LOSAP administrative services at a cost of \$16,385.00 per year, for a retroactive period beginning on March 1, 2025 through February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney
9/25/25

Penflex Actuarial Services, LLC.
3/1/2025-2/28/2026 Service Fee Agreement

Penflex Copy

FREEMPORT FIRE DEPARTMENT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: \$4,100

Per-Participant Fee: \$23

Payment certification and trustee directive letters: \$100 per letter

Total Estimated Standard and Distribution Services Fees: \$14,500

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2023:

NYS LOSAP Audit Package: NO Auditing Firm: PKF O'Connor Davies, LLP

GASB 73 Package: YES Contact Name:
Email Address:

Please Check 'Yes' Or 'No' For Program Year 2024:

Complete the NYS LOSAP Audit Package for a fee of \$595: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of \$1,100: _____ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a \$900 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Mayor sign and return this Service Fee Agreement. Keep a copy for your records.

Print Name
Mayor
Village of Freeport

Signature & Date

Paul A. Cognetta
Paul A. Cognetta
Vice President of Operations
Penflex Actuarial Services, LLC.

Email Address

Approved as to form
[Signature]
Village Attorney
9/25/25

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

TO: Robert T. Kennedy, Mayor
FROM: Howard E. Colton, Village Attorney
DATE: September 29, 2025
RE: Professional Services Agreement with Pride Adjusters LLC

The Village Attorney's office is requesting to enter into a professional services agreement with Pride Adjusters LLC, PO Box 132, 203 Glen Cove Avenue, Sea Cliff, NY 11579 to provide services related to the handling of the Village's New York No-Fault claims. Pride Adjusters has been handling the no-fault claims for the Village through Customized Claims for some time, so there will be no disruption in services provided.

Pride Adjusters will:

- Review the claim and determine coverage
- Determine injured party's New York No-Fault eligibility
- Contact all necessary parties
- Recommend Examinations Under Oath when appropriate. Upon authority refer to the file to defense counsel of your choice.
- Recommend obtaining signed statements when appropriate. Upon authority obtain the statement through a vendor of your choice or one we work with.
- Send out the proper requisite New York No-Fault Forms
- Send out follow-up requisite New York No-Fault forms if deemed necessary
- Send out additional verification requests when supporting documentation is needed
- Send out follow up additional verification requests when supporting documentation not satisfied
- Determine if the injured party is eligible for Workers Compensation; send the appropriate paperwork
- Determine if the injured party is eligible for a supplemental wage benefit due to Workers Compensation eligibility
- Review each bill for handling. Send medical bills to the bill review company for the fee schedule. Upon return of the bill review, send check requests to specified party for payment to the provider. Prepare and mail certificate of mail denials when applicable
- Recommend Case Managers when claim/injured party would benefit
- Recommend IME's
- Recommend Peer Reviews
- Send check requests for all payments to the assigned contact
- Prepare and mail all partial and complete denial of claim (NF10) forms, certificate

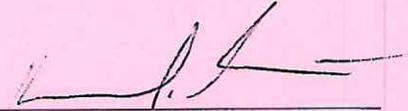
of mailing

- In person mail delivery to the post office and hand mail directly to the postal clerk. All denials; partial and full, entered in a certificate of mailing book and stamped by the postal clerk in the presence of a Pride Adjusters representative.

The services being provided are of a specialized nature and are thus exempt from the competitive bidding requirements of New York GML §103.

This contract will run retroactively from September 1, 2025 to February 28, 2026. The cost of this contract will be \$110 per hour (that same as was being paid under Customized Claims). The cost of this contract will be paid from A193104 545500.

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



Howard E. Colton
Village Attorney

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

WHEREAS, the Village Attorney's Office is requesting Board approval to enter into a professional services agreement with Pride Adjusters LLC, PO Box 132, 203 Glen Cove Avenue, Sea Cliff, NY 11579, to provide services related to the handling of the Village's New York No-Fault claims; and

WHEREAS, Pride Adjusters has been handling the no-fault claims for the Village through Customized Claims for some time, so there will be no disruption in services provided; and

WHEREAS, Pride Adjusters will:

- Review the claim and determine coverage
- Determine injured party's New York No-Fault eligibility
- Contact all necessary parties
- Recommend Examinations Under Oath when appropriate. Upon authority refer to the file to defense counsel of your choice.
- Recommend obtaining signed statements when appropriate. Upon authority obtain the statement through a vendor of your choice or one we work with.
- Send out the proper requisite New York No-Fault Forms
- Send out follow-up requisite New York No-Fault forms if deemed necessary
- Send out additional verification requests when supporting documentation is needed
- Send out follow up additional verification requests when supporting documentation not satisfied
- Determine if the injured party is eligible for Workers Compensation; send the appropriate paperwork
- Determine if the injured party is eligible for a supplemental wage benefit due to Workers Compensation eligibility
- Review each bill for handling. Send medical bills to the bill review company for the fee schedule. Upon return of the bill review, send check requests to specified party for payment to the provider. Prepare and mail certificate of mail denials when applicable
- Recommend Case Managers when claim/injured party would benefit
- Recommend IME's
- Recommend Peer Reviews
- Send check requests for all payments to the assigned contact
- Prepare and mail all partial and complete denial of claim (NF10) forms, certificate of mailing
- In person mail delivery to the post office and hand mail directly to the postal clerk. All denials; partial and full, entered in a certificate of mailing book and stamped by the postal clerk in the presence of a Pride Adjusters representative; and

WHEREAS, the services being provided are of a specialized nature and are thus exempt from the competitive bidding requirements of New York GML §103; and

WHEREAS, this contract will run retroactively from September 1, 2025 to February 28, 2026; the cost of this contract will be \$110 per hour (that same as was being paid under Customized Claims); and

WHEREAS, the cost of this contract will be paid from A193104 545500; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor is hereby authorized to sign all documents necessary to effectuate a professional services agreement with Pride Adjusters LLC, PO Box 132, 203 Glen Cove Avenue, Sea Cliff, NY 11579, for retroactive term from September 1, 2025 to February 28, 2026; at a rate of \$110 per hour.

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

PRIDE ADJUSTERS LLC

PO Box 132
203 Glen Cove Avenue
Sea Cliff, NY 11579
516.277.1511

Marcia Hirsch
Director of Claims

mhirsch@prideadjustersllc.com

Sept. 9, 2025

Village of Freeport
46 N. Ocean Ave.
Freeport NY 11520

Via e-mail: jungar@freeportny.gov

RE: Pride Adjusters LLC handling New York PIP Claims

Dear Jennifer,

As a follow-up to our conversation with Rob, below is information regarding the services Pride Adjusters LLC offers while handling New York No-Fault Claims.

We pride ourselves in customizing our claim service according to your specific needs; allowing us to establish a service that is unique to you.

We have established relationships with vendors, plaintiff counsel and defense counsel due to my over 25 years of experience in handling No-Fault claims. Our goal is to mitigate your exposure to a claim.

To achieve this, we will perform the following scope of work as necessary and as requested by the Carrier:

- Review the claim and determine coverage
- Determine injured party's New York No- Fault eligibility
- Contact all necessary parties
- Recommend Examinations Under Oath when appropriate. Upon authority refer to the file to defense counsel of your choice. *(We have worked closely for over 20 years with a boutique defense firm we can recommend if needed).*
- Recommend obtaining signed statements when appropriate. Upon authority obtain the statement through a vendor of your choice or one we work with.
- Send out the proper requisite New York No-Fault Forms
- Send out follow-up requisite New York No-Fault forms if deemed necessary
- Send out additional verification requests when supporting documentation is needed

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Marcia Hirsch
Director of Claims

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- Send out follow up additional verification requests when supporting documentation not satisfied
- Determine if the injured party is eligible for Workers Compensation; send the appropriate paperwork
- Determine if the injured party is eligible for a supplemental wage benefit due to Workers Compensation eligibility
- Review each bill for handling. Send medical bills to the bill review company for the fee schedule. Upon return of the bill review, send check requests to specified party for payment to the provider. Prepare and mail certificate of mail denials when applicable
- Recommend Case Managers when claim/injured party would benefit
- Recommend IME's
- Recommend Peer Reviews
- Send check requests for all payments to the assigned contact
- Prepare and mail all partial and complete denial of claim (NF10) forms, certificate of mailing
- In person mail delivery to the post office and hand mail directly to the postal clerk. All denials; partial and full, entered in a certificate of mailing book and stamped by the postal clerk in the presence of me or a Pride Adjusters representative.

Our agreed price with Evan Marcus was \$110.00 an hour. We will continue to work for the Village of Freeport and provide the services we always have provided. We do ask for directions in the manner of the workflow and with whom our contact will be.

Respectfully,
Marcia Hirsch
Marcia Hirsch
Member (established Pride Adjusters LLC 2010)

PROFESSIONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Pride Adjusters LLC

September 1, 2025 – February 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Pride Adjusters LLC with offices located at PO Box 132, 203 Glen Cove Avenue, Sea Cliff, NY 11579 (hereinafter referred to as "Pride Adjusters"):

WITNESSETH:

WHEREAS, Pride Adjusters, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport in handling the New York No-Fault Claims for the Village, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on September 1, 2025 and shall terminate on February 28, 2026. Either party has the right to terminate this agreement upon sixty (60) days written notice to the other party.

3. Compensation.

For all services rendered by Pride Adjusters under this Agreement, the IVF shall pay Pride Adjusters a fee not to exceed \$110.00 per hour. All services to IVF shall be billed on a monthly basis and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Pride Adjusters and submitted to the Freeport Village Attorney's Office for processing.

4. Duties

Pride Adjusters shall provide the following services to IVF:

Pride Adjusters will handle the New York No-Fault Claims for the Village of Freeport. These services include:

- Review the claim and determine coverage
- Determine injured party's New York No-Fault eligibility
- Contact all necessary parties
- Recommend Examinations Under Oath when appropriate. Upon authority refer to the file to defense counsel of your choice.
- Recommend obtaining signed statements when appropriate. Upon authority obtain the statement through a vendor of your choice or one we work with.
- Send out the proper requisite New York No-Fault Forms
- Send out follow-up requisite New York No-Fault forms if deemed necessary
- Send out additional verification requests when supporting documentation is needed
- Send out follow up additional verification requests when supporting documentation not satisfied
- Determine if the injured party is eligible for Workers Compensation; send the appropriate paperwork
- Determine if the injured party is eligible for a supplemental wage benefit due to Workers Compensation eligibility
- Review each bill for handling. Send medical bills to the bill review company for the fee schedule. Upon return of the bill review, send check requests to specified party for payment to the provider. Prepare and mail certificate of mail denials when applicable
- Recommend Case Managers when claim/injured party would benefit
- Recommend IME's
- Recommend Peer Reviews
- Send check requests for all payments to the assigned contact
- Prepare and mail all partial and complete denial of claim (NF10) forms, certificate of mailing
- In person mail delivery to the post office and hand mail directly to the postal clerk. All denials; partial and full, entered in a certificate of mailing book and stamped by the postal clerk in the presence of a Pride Adjusters representative.

5. Extent of Services.

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

6. No Participation.

Pride Adjusters acknowledges and agrees that this contract shall not give or extend to Pride Adjusters or her employees and/or assigns any rights with respect to contributions by the

IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to Pride Adjusters under the terms of this Agreement.

7. Death or Disability.

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

8. Assignment.

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

9. Notices.

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

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

Pride Adjusters
PO Box 132
203 Glen Cove Avenue
Sea Cliff, NY 11579

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

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

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

INCORPORATED VILLAGE OF FREEPORT

APPROVED AS TO FORM:

By: _____
ROBERT T. KENNEDY, MAYOR

By: Julie Long
Howard E. Colton Jennifer Unger
Deputy Village Attorney

By: Marcie Hulse
Pride Adjusters LLC

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 10/1/25

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Acquisition of police vehicles" and associated capital H349702 527620 Police Vehicles SAM Grant. The NY State Comptroller mandates that the Village Board give authorization to close out Capital Projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund reserve for Debt Service account A200 120171.

Debt History of Project:

Authorized: 1/10/2022
Amount Authorized: \$130,000.00
Initial Financing: 2023 Series A BAN 2/23/23

Rolled to 2023 Series C BAN 4/26/23

Principal payment made \$130,000 on 4/26/24

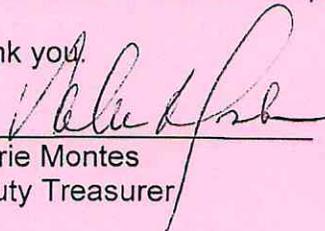
BAN is paid in full

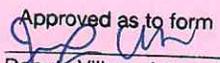
Grant Reimbursements:

DASNY NY State	\$ 125,000.00	05/31/23
Total Grants received	\$125,000.00	
Amount of Grants used for principal payments	\$125,000.00	
Remaining in project	25,645.92	
Remaining in project from Grant Funds	0.00	
Interest Earned as of 09/30/2025	<u>9,468.20</u>	
Total cash remaining		
To be transferred to reserve for Debt Service	\$35,114.12	

Please see the attached copy of the capital project expenditures for this project.

Thank you,


Valerie Montes
Deputy Treasurer

Approved as to form

Deputy Village Attorney

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

WHEREAS, authorization is requested to close out the Bond resolution titled "Acquisition of police vehicles" and associated Capital Project H349702 527620 2022 Police Vehicles SAM Grant; and

WHEREAS, the Debt History of Project is as follows:

Debt History of Project:

Authorized: 1/10/2022
Amount Authorized: \$130,000.00
Initial Financing: 2023 Series A BAN 2/23/23
Rollover: 2023 Series C BAN 4/26/23
Principal payment made \$130,000 on 4/26/24
BAN is paid in full

Grant Reimbursements:

DASNY NY State	\$125,000.00	05/31/23
Total Grants received		
\$125,000.00		

Amount of Grants used for principal payments	\$125,000.00
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Remaining in project	
25,645.92	
Remaining in project from Grant Funds	0.00
Interest Earned as of 09/30/2025	<u>9,468.20</u>
Total cash remaining	
To be transferred to reserve for Debt Service	\$35,114.12

WHEREAS, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

WHEREAS, the remaining cash available will be transferred the General Fund reserve for Debt Service account A200 120171; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the closing of the above-referenced bond authorization and associated Capital Project and the remaining debt

proceeds and interest, a sum of Thirty-Five Thousand, One Hundred Fourteen Dollars and Twelve Cents (\$35,114.12) be moved to the General Fund reserve for Debt Service account A200 120171.

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

