

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Services Agreement  
Tanya Adamovich**

The Freeport Recreation Center would like to renew the agreement with Tanya Adamovich. Ms. Adamovich teaches fencing classes throughout the year at the Recreation Center. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL X AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026– February 28, 2027

**Contract Rate:** \$45.00 per hour (No Increase)

**Sessions:**  
Fall: Two children's sessions consisting of eight fencing classes.  
Two adult sessions consisting of ten fencing classes.  
Winter: Two children's sessions consisting of eight fencing classes.  
Two adult sessions consisting of ten fencing classes.

**Village Compensation:**

The Total Fee to be paid to Ms. Adamovich will be \$45.00 per hr., with a Cap of \$3,400.00. (No Increase)

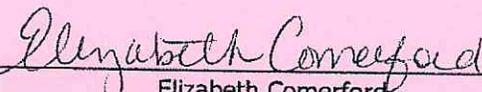
**Revenue:**

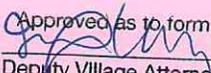
The Recreation will be charging participants \$60.00 (Residents) & \$75.00 (Non-Residents) for the 10-18 age group and \$65.00 (Residents) & \$80.00 (Non-Residents) for the adult class. During the FYE 2026 contract, the Recreation Center collected approximately \$4,305.00.

**Expenditures:**

During FYE 2026, the Recreation Center paid Ms. Adamovich \$2,430.00. This expense will come out of Non-Employee Salaries (A714004 545700)

**Tanya Adamovich  
2060 Legion Street  
Bellmore, NY 11710  
516-221-5806**

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach fencing classes throughout the year; and

**WHEREAS**, Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

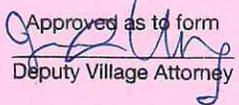
**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 (no increase) for a not-to-exceed amount of \$3,400.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal with Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,400.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Tanya Adamovich**

**March 1, 2026 – February 28, 2027**

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 Tanya Adamovich with offices located at 2060 Legion Street, Bellmore, New York 11710 (hereinafter referred to as "Adamovich"):

### WITNESSETH:

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

WHEREAS, Adamovich, 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 Adamovich as an independent contractor, and Adamovich 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Adamovich.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Adamovich under this Agreement, the IVF shall pay Adamovich a fee not to exceed \$3,400. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Adamovich and submitted to the Freeport Recreation Center for processing.

5. Duties

Adamovich shall provide the following services to IVF:

Adamovich shall conduct fencing classes at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

Evans shall devote such time, attention and energies to the IVF as is required. Adamovich 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.

7. No Participation.

Evans acknowledges and agrees that this contract shall not give or extend to Adamovich 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 Adamovich under the terms of this Agreement.

8. Death or Disability.

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

9. Assignment.

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

10. 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

Tanya Adamovich  
2060 Legion Street  
Bellmore, New York 11710

Attn: Village Attorney

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Conflicts of Interest

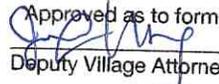
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Adamovich hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: \_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

By: \_\_\_\_\_  
Tanya Adamovich

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach fencing classes throughout the year; and

**WHEREAS**, Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase) for a not-to-exceed amount of \$3,400.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal with Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,400.00.

The Clerk polled the Board as follows:

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

cc:

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<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Services Agreement  
Defense Concepts, Inc.**

The Freeport Recreation Center would like to renew the agreement with Defense Concepts, Inc. Defense Concepts teaches karate classes throughout the year at the Recreation Center. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL  X  AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$100.00 per hour payable to Defense Concepts, Inc. (no increase).

**Sessions:** Sessions are on-going throughout the year. Classes are held on Tuesdays from 5pm-7pm, as well as during Summer Camp.

**Description:** The class is designed to teach basic concepts of self-defense. The ages for this class are 5 and up.

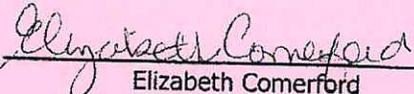
**Village Compensation:** The Total Fee to be paid to Defense Concepts, Inc will be \$100.00 per hr., with a Cap of \$15,000.00. (No Increase).

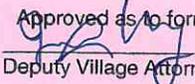
**Village to Provide:** A room to conduct the class and mats.

**Revenue:** The Recreation Center will be charging participants \$100 per session (Residents) & \$115.00 per session (Non-Residents). Each session is 8-weeks. During the FYE 2026 contract, the Recreation Center collected approximately \$8,760.00 from this program.

**Expenditures:** During FYE 2026, the Village paid Defense Concepts, Inc. \$8,700.00. This expense will come out of account A714004-545700 (Non-Employee Salaries).

**Defense Concepts, Inc.**  
1754 Merrick Ave.  
Merrick, NY 11566

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Incorporated Village of Freeport, from time to time, is in need of expert professional services at the Freeport Recreation Center; and

**WHEREAS**, Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, possesses those certain skills, knowledge and expertise of a specialized nature in the area of karate instruction; and

**WHEREAS**, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the performance of karate instruction classes; and

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

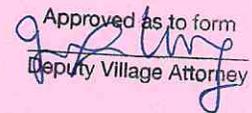
**WHEREAS**, the contract amendment is for a term from March 1, 2026 through February 28, 2027 for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00 (no increase); and

**WHEREAS**, funding for this service comes out of account A714004 545700 (non-employee salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal between the Village of Freeport and Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, for a term beginning March 1, 2026 through February 28, 2027, for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Defense Concepts, Inc.**

**March 1, 2026 to February 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Defense Concepts, Inc., located on 1754 Merrick Avenue, Merrick, NY 11566 (hereinafter referred to as "Defense Concepts"):

### WITNESSETH:

WHEREAS, Defense Concepts has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, for the purpose of teaching karate; and,

WHEREAS, Defense Concepts 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 Defense Concepts as an independent contractor, and Defense Concepts 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Defense Concepts.

3. Compensation.

For all services rendered by Defense Concepts under this Agreement, the IVF shall pay Defense Concepts a fee not to exceed \$100.00 per hour, with an annual cap of \$15,000.00. All services to IVF shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Defense Concepts and submitted to the Freeport Recreation Center for processing.

5. Duties

Defense Concepts shall provide the following services to IVF:

Defense Concepts shall conduct karate classes throughout the year at the Recreation Center.

All classes will be performed according to a schedule approved, in advance, by IVF.

6. Extent of Services.

Defense Concepts shall devote such time, attention and energies to the IVF as is required. Defense Concepts 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.

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

All notices or other communications provided for by 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

Defense Concepts, Inc.  
1754 Merrick Avenue  
Merrick, NY 11566

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Disclosure.

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

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

INCORPORATED VILLAGE OF FREEPORT

By:

\_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

\_\_\_\_\_  
DEFENSE CONCEPTS, INC.

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Incorporated Village of Freeport, from time to time, is in need of expert professional services at the Freeport Recreation Center; and

**WHEREAS**, Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, possesses those certain skills, knowledge and expertise of a specialized nature in the area of karate instruction; and

**WHEREAS**, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the performance of karate instruction classes; and

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

**WHEREAS**, the contract amendment is for a term from March 1, 2025 through February 28, 2026 for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00 (no increase); and

**WHEREAS**, funding for this service comes out of account A714004 545700 (non-employee salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal between the Village of Freeport and Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, for a term beginning March 1, 2025 through February 28, 2026, for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00.

The Clerk polled the Board as follows:

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

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

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To: Robert T. Kennedy, Mayor

From: Elizabeth Comerford, Superintendent of Recreation

Date: November 21, 2025

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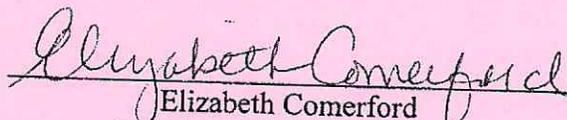
**Re: Personal Service Agreement  
Freeport Police Athletic League**

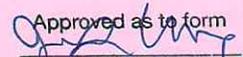
The Freeport Recreation Center would like to renew the agreement with the Freeport Police Athletic League, Inc. PAL provides programs that keep the children of our community involved in positive programs. These programs help to teach children the social skills required to become a productive member of the community while fostering a healthy relationship between youths, police officers and society.

**Contract Type:** NEW \_\_\_\_\_ RENEWAL X \_\_\_\_\_ AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026 – February 28, 2027

**Compensation:** The total fee to be paid to Freeport PAL is not to exceed \$10,000. This expense will come out of A714104 540100 (Rec PAL, Other Expense).

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Police Athletic League has an established history of enhancing the lives of the youth of the Incorporated Village of Freeport by promoting organized sports and family programs; and

**WHEREAS**, the mission of the Freeport Police Athletic League is to provide and promote sports and other athletic programs of a team or individual nature for children residing in the Village of Freeport; and

**WHEREAS**, this Board determines that it is in the best interests of the residents of the Incorporated Village of Freeport to have broad based athletic programs available and promoted throughout the Village; and

**WHEREAS**, for purposes of disclosure, the Executive Director of the Freeport Police Athletic League is Freeport Police Officer Bobby Ford; and

**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, for a not-to-exceed amount of \$10,000.00; and

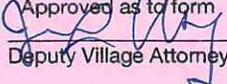
**WHEREAS**, the funding will come from the A714104 540100 (Rec PAL, Other Expense); and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the Personal Services Agreement with the Freeport Police Athletic League, Inc. from March 1, 2026 through February 28, 2027 for a not-to-exceed amount of \$10,000.00; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees finds no conflict of interest with respect to Freeport Police Office Bobby Ford and his position as Executive Director of the Freeport Police Athletic League.

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

**AGREEMENT**

**BY AND BETWEEN**

**INCORPORATED VILLAGE OF FREEPORT**

**AND**

**FREEPORT POLICE ATHLETIC LEAGUE, INC.**

**March 1, 2026 – February 28, 2027**

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

**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 FREEPORT POLICE ATHLETIC LEAGUE, INC., a not-for-profit Corporation, with offices located at 130 East Merrick Road, Freeport, New York 11520 (hereinafter referred to as “PAL”).

**WHEREAS**, the mission of the Freeport Police Athletic League is to provide sports and other programs of a team or individual nature for all the children of the Freeport, New York community;

**WHEREAS**, the Village of Freeport determines that it is in the best interests of the community to provide programs that keep the children of the community involved in positive programs that teach children the social skills required to become a productive member of the community while fostering a healthy relationship between youths, police officers and the community;

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

**TERMS AND CONDITIONS**

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

1. Employment. IVF hereby employs PAL to provide the residents of the Incorporated Village of Freeport, access and an opportunity to experience organized sports and athletic programs and family fellowship events within the Village.

2. Term and Termination. Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2026 through February 28, 2027, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph 10 herein.

3. Compensation. The IVF, in consideration of the services rendered, shall pay to PAL the sum of ten thousand dollars (\$10,000) and shall further compensate PAL by providing, without cost, the use of the parks, related athletic fields, and the Albany Avenue boat ramp with the lot adjacent to the southern ramp, and the boxing facility.

4. Duties of PAL. The PAL shall provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to

experience organized sports programs and family fellowship events in the Freeport community. No Village employee will provide any assistance to PAL under the terms of this agreement.

5. Extent of Services. PAL shall devote such time, attention and energies to the IVF as is required. PAL shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, provided, however, PAL shall not disclose any information, IVF documents and/or other information given to or acquired by PAL in the course of performing its duties.

6. No Participation. PAL acknowledges and agrees that this Agreement shall not give or extend to PAL or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to PAL under the terms of this Agreement.

7. Assignment. This Agreement may not be assigned by PAL without the prior written consent of the IVF.

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

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

FREEPORT POLICE ATHLETIC LEAGUE, INC.  
Freeport Recreation Center  
130 East Merrick Road  
Freeport, NY 11520

9. Entire Agreement. 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, provision, 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.

10. 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.

11. 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.

12. 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.

13. Subject Headings. The subject headings of the articles, paragraphs, and subparagraphs 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.

14. 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.

15. Disclosure. This contract is subject to Article 18 of the General Municipal Law of the State of New York.

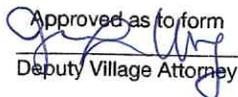
**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By \_\_\_\_\_  
ROBERT T. KENNEDY, Mayor

FREEPORT POLICE ATHLETIC LEAGUE, INC.

By \_\_\_\_\_  
BOBBY FORD, Executor Director

Approved as to form  
  
Deputy Village Attorney



Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Service Agreement  
Shawn Garnier**

The Freeport Recreation Center would like renew the agreement with Shawn Garnier. Mr. Garnier will be teaching children's dance classes & adult yoga throughout the year. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL  X  AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$50.00 per hour (No Increase)

**Sessions:** 20 week Dance session beginning in the Fall for children.  
10 week sessions for Adult Yoga in the Fall, Winter & Spring

**Description:** We will be offering a basic ballet class and a ballet/tap combo class for children. Also, Mr. Garnier will be teaching our Adult Yoga program.

**Classes:** Children Dance: Saturdays 9am-12pm  
Yoga: Wednesdays 6pm-7pm

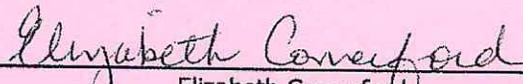
**Compensation:** The total fee to be paid to Mr. Garnier will be \$50.00 per hour with a cap of \$5,000.00. (No increase)

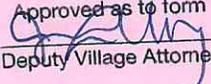
**Village to Provide:** Room to conduct the class.

**Revenue:** The Recreation Center will be charging participants \$150 for Residents and \$190 for Non-Residents per 20 week session for the children programs. We will be charging \$65 for Residents & \$80 for Non-Residents per 10 week session for the Adult program. During the current contract, the Recreation Center has collected \$5,155 for the dance & yoga classes.

**Expenditures:** The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). During FYE 2026, the Village has paid Mr. Garnier \$2,925.00.

**Shawn Garnier**  
190 N. Long Beach Ave.  
Freeport, NY 11520  
(646) 271-0885

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach children dance classes and adult yoga at the Recreation Center; 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**, Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from March 1, 2026 to February 28, 2027, at an hourly rate of \$50.00 (no increase), with a cap of \$5,000; and

**WHEREAS**, these classes will each be conducted at least twice a week; and

**WHEREAS**, funding for this service comes out of account A714004 545700 (non-employee salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement renewal with Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, for a term from March 1, 2026 to February 28, 2027, at an hourly rate of \$50.00 with a cap of \$5,000.

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:  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach dance classes for children and adults at the Recreation Center; 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**, Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from March 1, 2025 to February 28, 2026, at an hourly rate of \$50.00 (no increase), with a cap of \$7,000; and

**WHEREAS**, these classes will each be conducted at least twice a week; and

**WHEREAS**, funding for this service comes out of account A714004 545700 (non-employee salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement renewal with Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, for a term from March 1, 2025 to February 28, 2026, at an hourly rate of \$50.00 with a cap of \$7,000.

The Clerk polled the Board as follows:

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

---

cc:

X Auditor  
X Assessor

X Electric Utilities  
X Fire Dept.

X Registrar  
X Rec. Center

# **PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Shawn Garnier**

**March 1, 2026 – February 28, 2027**

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 Shawn Garnier, located at 190 N. Long Beach Ave., Freeport, NY 11520 (hereinafter referred to as "Shawn Garnier"):

### **WITNESSETH:**

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

WHEREAS, Shawn Garnier, 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 Shawn Garnier as an independent contractor, and Shawn Garnier 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Shawn Garnier.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Shawn Garnier under this Agreement, the IVF shall pay Shawn Garnier a fee not to exceed \$5,000. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Shawn Garnier and submitted to the Freeport Recreation Center for processing.

5. Duties

Shawn Garnier shall provide the following services to IVF:

Shawn Garnier shall conduct basic ballet class, a ballet/tap combo and a tap/jazz combo class for children and adult yoga classes at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

Shawn Garnier shall devote such time, attention and energies to the IVF as is required. Shawn Garnier 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.

7. No Participation.

Shawn Garnier acknowledges and agrees that this contract shall not give or extend to Shawn Garnier or their 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 Shawn Garnier under the terms of this Agreement.

8. Death or Disability.

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

9. Assignment.

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

10. 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

Shawn Garnier  
190 N. Long Beach Ave.

Freeport, NY 11520  
Attn: Village Attorney

Freeport, NY 11520  
(646) 271-0885

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Conflicts of Interest

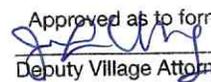
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Shawn Garnier hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: \_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

By: \_\_\_\_\_  
Shawn Garnier

Approved as to form  
  
Deputy Village Attorney

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Service Agreement  
Cheryl A. Gayle**

The Freeport Recreation Center would like to renew the agreement with Cheryl A. Gayle. Ms. Gayle will be teaching our tumbling program throughout the year. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL  X  AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$45.00 per hour (no increase)

**Sessions:** 8 week sessions in the Fall, Winter & Spring

**Description:** Tumbling is a unique program for young learners that include character education. Skills such as tip ups, handstands, round offs, handsprings, aerials and walk overs will be introduced weekly. Each class will focus on the six pillars of character (trustworthiness, respect, fairness, caring, citizenship, and responsibility).

**Classes:** Sundays 9am-1pm

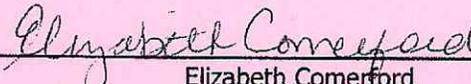
**Compensation:** The total fee to be paid to Ms. Gayle will be \$45.00 per hour with a cap of \$6,000.00 (no increase)

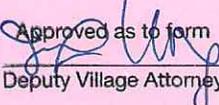
**Village to Provide:** Room to conduct the class.

**Revenue:** The Recreation Center will be charging participants \$60 for Residents and \$75 for Non-Residents per 8 week session. During the last contract period, the Recreation Center collected \$5,550.00.

**Expenditures:** The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). Ms. Gayle was paid \$3,600 during the last contract period.

**Cheryl A. Gayle  
300 St. Marks Ave  
Freeport, NY 11520  
(516) 884-3073**

  
\_\_\_\_\_  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center needs an individual to conduct tumbling classes for children; and

**WHEREAS**, Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

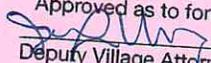
**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 (no increase), for a not-to-exceed amount of \$6,000.00; and

**WHEREAS**, there are sufficient funds in budget line A714004 545700 (Non-Employee Salaries) to cover the cost of this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal with Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 for a not-to-exceed amount of \$6,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**CHERYL A. GAYLE**

**MARCH 1, 2026 – FEBRUARY 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Cheryl A. Gayle with offices located at 300 St. Marks Avenue, Freeport, NY 11520 (hereinafter referred to as "Gayle"):

### WITNESSETH:

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

WHEREAS, Gayle, 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 Gayle as an independent contractor, and Gayle 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Gayle.

3. Compensation.

For all services rendered by Gayle under this Agreement, the IVF shall pay a fee not to exceed \$6,000 for the term of the contract. All services to IVF shall be billed on a monthly basis in \$45.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Gayle and submitted to the Freeport Recreation Center for processing.

4. Duties

Gayle shall provide the following services to IVF:

Gayle shall conduct tumbling classes for children at the Recreation Center. IVF will provide use of a room at the Recreation Center for the purpose of conducting such classes.

5. Extent of Services.

Gayle shall devote such time, attention and energies to the IVF as is required. Gayle 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.

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

7. Death or Disability.

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

8. Assignment.

This Agreement may not be assigned by Gayle 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

Cheryl A. Gayle  
300 St. Marks Avenue  
Freeport, New York 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

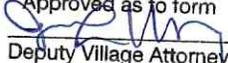
Gayle hereby affirmatively states that no elected official, officer or employee of IVF has any interest in Gayle.

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

**INCORPORATED VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

\_\_\_\_\_  
CHERYL A. GAYLE

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to conduct tumbling classes for children; and

**WHEREAS**, Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase), for a not-to-exceed amount of \$6,000.00; and

**WHEREAS**, there are sufficient funds in budget line A714004 545700 (Non-Employee Salaries) to cover the cost of this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$6,000.00.

The Clerk polled the Board as follows:

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

cc:

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<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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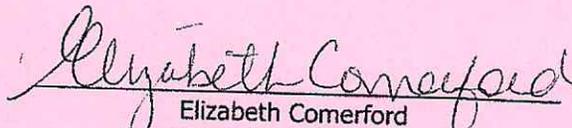
**Re: Long Island Arts Council**

The Freeport Recreation Center would like to renew the agreement with the Long Island Arts Council. The group promotes the arts through publications, festivals and educational programs for the Village of Freeport.

**Contract Type:** NEW \_\_\_\_\_ RENEWAL X \_\_\_\_\_ AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026 - February 28, 2027

**Compensation:** The total fee to be paid to the Long Island Arts Council is \$20,000.00. Funding for this agreement has been budgeted in account A714504 545810

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Long Island Arts Council at Freeport, Inc, a not for profit corporation, has an established history in enhancing the lives of the citizens of the Incorporated Village of Freeport by nurturing, supporting and promoting the arts; and

**WHEREAS**, the mission of the Long Island Arts Council at Freeport, Inc., is to provide the residents of the Incorporated Village of Freeport, access and an opportunity to experience the arts, through publications, festivals, and educational programs, and to promote the diverse cultural activities of artists and arts organizations in the Freeport community; and

**WHEREAS**, the Village finds it beneficial to retain an organization that provides such services; and

**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027; and

**WHEREAS**, the total fee to be paid to the Long Island Arts Council is \$20,000; and

**WHEREAS**, funding for this agreement has been budgeted in account A714504 545810; and

**NOW THEREFORE BE IT RESOLVED**, that the agreement between the Village of Freeport and the Long Island Arts Council at Freeport, Inc. be and hereby is approved at a cost of \$20,000.00 to be paid in twelve equal payments, for a term of one year beginning on March 1, 2026 through February 28, 2027; and

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to execute said any paperwork necessary to effectuate this agreement.

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  
*[Signature]*  
Deputy Village Attorney

**Agreement**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**THE LONG ISLAND ARTS COUNCIL AT FREEPORT, INC**

**March 1, 2026 – February 28, 2027**

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

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Incorporated Village of Freeport a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and The Long Island Arts Council, Inc., a Not-for-Profit Corporation with offices located at 130 East Merrick Road, Freeport, New York (hereinafter referred to as "Arts Council").

### WITNESSETH:

**WHEREAS**, the Long Island Arts Council At Freeport, Inc., has an established history in enhancing the lives of the citizens of the Incorporated Village of Freeport by nurturing, supporting and promoting the arts, and;

**WHEREAS**, the mission of the Long Island Arts Council At Freeport, Inc., includes providing the residents of the Incorporated Village of Freeport access and an opportunity to experience the arts through publications, festivals, and educational programs, and to promote the diverse cultural activities of artists and arts organizations in the Freeport community.

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

### TERMS AND CONDITIONS

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

#### 1. *Employment*

IVF hereby employs the Arts Council to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to experience the arts, through publications, festivals, and educational programs, and promote the diverse cultural activities of artists and arts organizations within the Village

#### 2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2026 through February 28, 2027, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of the monies due to the Arts Council shall be prorated and paid pursuant to paragraph 3 hereof.

#### 3. *Compensation*

The IVF, in consideration of the foregoing, shall pay to the Arts Council the sum of twenty thousand dollars (\$20,000), and shall further compensate the Arts Council by providing, without cost, office space in room 106 consisting of 765 square feet or equivalent, within the Freeport Recreation Center, which includes the use of available utilities, desk, chairs, copier, file cabinets, and, if practicable, access to the internet if such access is available at the time requested.

#### *4. Duties of Arts Council*

The Arts Council shall provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to experience the arts, through publications, festivals, and educational programs, and will promote the diverse cultural activities of its member artists and arts organizations in the Freeport community.

#### *5. Extent of Services*

Arts Council shall devote such time, attention and energies to the IVF as is required. Arts Council shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, provided, however, that Arts Council shall not disclose any information, IVF documents and/or other information given to or acquired by Arts Council in the course of performing its duties without first obtaining approval of the Village Clerk pursuant to the provisions of the Freedom of Information Law.

#### *6. No Participation*

Arts Council acknowledges and agrees that this contract shall not give or extend to Arts Council or its principals 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 Arts Council under the terms of this Agreement

#### *7. Assignment*

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

#### *8. Notices*

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (II) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, New York, 11520

LONG ISLAND ARTS COUNCIL  
AT FREEPORT, INC.  
130 East Merrick Road  
Freeport, New York 11520

9. *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.

10. *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.

11. *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.

12. *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.

13. *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.

14. *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.

15. *Disclosure*

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

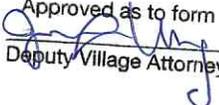
**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

**INCORPORATED VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

**LONG ISLAND ARTS COUNCIL AT FREEPORT,  
INC.**

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

Approved as to form  
  
Deputy Village Attorney



Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Service Agreement  
Elvis Maduro**

The Freeport Recreation Center would like to come to an agreement with Elvis Maduro. Mr. Maduro will be teaching a pickleball program. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL  X  AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$50.00 per hour (No Increase)

**Sessions:** Tuesdays from 1:00pm-3:00pm throughout the year.

**Description:** Pickleball is a paddle sport that combines elements of tennis, badminton, and ping-pong using a paddle and plastic ball with holes. It is a game that is appropriate for players of all ages and skill levels. Rules for pickleball are simple, making it a great introductory sport.

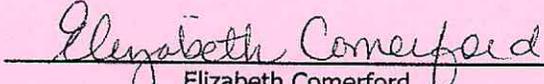
**Compensation:** The total fee to be paid to Elvis Maduro will be \$50.00 per hour with a cap of \$3,000.00. (No Increase).

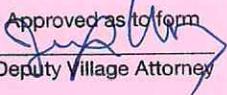
**Village to Provide:** Room to conduct the class.

**Revenue:** The Recreation Center will be charging participants \$90 (Residents) and \$100 (Non-Residents) per 4-week session. During the last contract period, we collected \$1,245.00.

**Expenditures:** The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). During this contract period, we paid Mr. Maduro \$400.00.

Elvis Maduro  
158 Wynsom Ave.  
Merrick, NY 11566  
516-509-5383

  
\_\_\_\_\_  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach a Pickleball program; and

**WHEREAS**, Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, is an individual who is qualified to provide these services and teach these classes; and

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

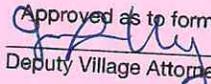
**WHEREAS**, the contract is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$50.00 (no increase), for a not-to-exceed amount of \$3,000.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal with Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Elvis Maduro**

**March 1, 2026 through February 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Elvis Maduro, with offices located at 158 Wynsom Avenue, Merrick, NY 11566, (hereinafter referred to as "Maduro"):

### WITNESSETH:

WHEREAS, Maduro, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the teaching of a pickleball program; and

WHEREAS, Maduro, 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 Maduro as an independent contractor, and Maduro 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 March 1, 2026 through February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Maduro.

3. Compensation.

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

4. Duties

Maduro shall provide the following services to IVF:

The instruction of Pickleball (a paddle sport). These classes are to be provided on Tuesdays throughout the year.

5. Extent of Services.

Maduro shall devote such time, attention and energies to the IVF as is required. Maduro 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.

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

7. Death or Disability

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

8. Assignment.

This Agreement may not be assigned by Maduro 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

Elvis Maduro  
158 Wynsom Avenue  
Merrick, NY 11566

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 Maduro hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

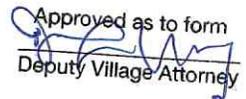
**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

**INCORPORATED VILLAGE OF FREEPORT**

By:

\_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

\_\_\_\_\_  
ELVIS MADURO

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach a Pickleball program; and

**WHEREAS**, Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, is an individual who is qualified to provide these services and teach these classes; and

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

**WHEREAS**, the contract is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 (no increase), for a not-to-exceed amount of \$3,500.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Service Agreement  
Linda Morales**

The Freeport Recreation Center would like to renew the agreement with Linda Morales in order to conduct Kids Yoga classes at the Freeport Recreation Center. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL  X  EXTENSION \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$45.00 per hour (No Increase)

**Sessions:** **Kids Yoga:** 8-week sessions held in Fall, Winter and Spring as well as classes for Summer Camp.

**Description:** Yoga for kids encourages healthy self-esteem, body awareness, and cooperation with others in a non-competitive space. Yoga will enhance the child's flexibility, strength, and coordination. There will be a focus on breathing and relaxation techniques as well as time for art therapy!

**Classes:** **Kids Yoga:** Thursdays 4:00-5:00PM and Summer Camp classes TBD.

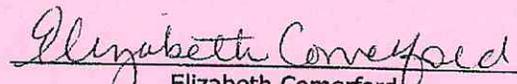
**Compensation:** The total fee to be paid to Ms. Morales will be \$45.00 per hour with a cap of \$5,000.00. (No Increase)

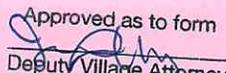
**Village to Provide:** A room to conduct the class.

**Revenue:** The Recreation Center will be charging \$60.00 (Residents) and \$75.00 (Non-Residents) per session (8 classes) for kids yoga. During the FYE 2026 contract, the Recreation Center collected approximately \$2,860.00.

**Expenditures:** During FYE 2026, the Recreation Center paid Ms. Morales \$2,497.50. The expense for this program will come out of account A714004-545700 (Non-Employee Salaries).

Linda Morales  
1740 Chestnut Street  
Merrick, NY 11566  
347-992-9448

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center needs an individual to conduct Kids Yoga classes; and

**WHEREAS**, Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, is an individual who is licensed and qualified to provide these services and teach these classes; and

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

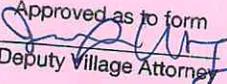
**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 (no increase) for a not to exceed amount of \$5,000.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal with Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 for a not to exceed amount of \$5,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Linda Morales**

**March 1, 2026 through February 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Linda Morales, with offices located at 1740 Chestnut Street, Merrick, New York 11566 (hereinafter referred to as "Morales"):

### WITNESSETH:

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

WHEREAS, Morales, 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 Morales as an independent contractor, and Morales 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Morales.

3. Compensation.

For all services rendered by Morales under this Agreement, the IVF shall pay a fee not to exceed \$5,000 per annum. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Morales and submitted to the Freeport Recreation Center for processing.

#### 4. Duties

Morales shall provide the following services to IVF:

The instruction of yoga for children encourages healthy self-esteem, body awareness, and cooperation with others in a non-competitive space. Yoga helps with flexibility, strength, and coordination, as well as teaching breathing and relaxation techniques.

#### 5. Extent of Services.

Morales shall devote such time, attention and energies to the IVF as is required. Morales 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.

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

#### 7. Death or Disability

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

#### 8. Assignment.

This Agreement may not be assigned by Morales 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

Linda Morales  
1704 Chestnut Street  
Merrick, New York 11566

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 Morales hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

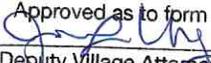
**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

**INCORPORATED VILLAGE OF FREEPORT**

By:

\_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

\_\_\_\_\_  
LINDA MORALES

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to conduct Kids Yoga classes; and

**WHEREAS**, Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, is an individual who is licensed and qualified to provide these services and teach these classes; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase) for a not to exceed amount of \$5,000.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not to exceed amount of \$5,000.00.

The Clerk polled the Board as follows:

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

cc:

---

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

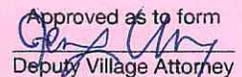
Re: **Personal Services Agreement  
Carole Murphy**

The Freeport Recreation Center would like to renew the agreement with Carole Murphy in order to conduct Aquacise classes at the Freeport Recreation Center. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL X EXTENSION \_\_\_\_\_  
**Contract Term:** March 1, 2026—February 28, 2027  
**Contract Rate:** \$45.00 per hour (No Increase)  
**Sessions:** Monday, Wednesdays & Fridays from 9:00am-9:45am throughout the year  
**Description:** Aquacise is shallow water exercise with minimal strain.  
**Compensation:** The Total Fee to be paid to Ms. Murphy is \$45.00 per hour and not to exceed \$6,500.00. (No Increase)  
**Village to Provide:** Pool and Locker Room.  
**Revenue:** The Recreation Center will be charging \$65.00 (Residents) and \$80.00 (Non-Residents per session (10 weeks). During the FYE 2026 contract, the Recreation Center collected approximately \$14,320.00  
**Expenditures:** During the FYE 2026 contract, the Recreation Center has paid Ms. Murphy \$3,330.00. The expense will come out of account A714004 545700 (Non-Employee Salaries).

Carole Murphy  
109 Bergan Place  
Freeport, NY 11520  
516-528-5440

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach aquacise classes throughout the year; and

**WHEREAS**, Carole Murphy, 109 Bergen Place, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

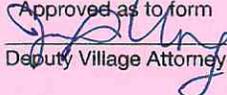
**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 (no increase per hour) for a not-to-exceed amount of \$6,500.00; and

**WHEREAS**, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal with Carole Murphy, 109 Bergen Place, Freeport, NY 11520, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 for a not-to-exceed amount of \$6,500.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach aquacise classes throughout the year; and

**WHEREAS**, Carole Murphy, 109 Bergen Place, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase per hour) for a not-to-exceed amount of \$6,500.00; and

**WHEREAS**, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Carole Murphy, 109 Bergen Place, Freeport, NY 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$6,500.00.

The Clerk polled the Board as follows:

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

cc:

Auditor

Electric Utilities

Registrar

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Carole Murphy**

**March 1, 2026 through February 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Carole Murphy, with offices located at 109 Bergen Place, Freeport, New York 11520 (hereinafter referred to as "Murphy"):

### WITNESSETH:

WHEREAS, Murphy, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the performance of aquacise instruction and,

WHEREAS, Murphy, 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 Murphy as an independent contractor, and Murphy 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Murphy.

3. Compensation.

For all services rendered by Murphy under this Agreement, the IVF shall pay a fee not to exceed \$6,500.00 per annum. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Murphy and submitted to the Freeport Recreation Center for processing.

4. Duties

Murphy shall provide the following services to IVF:

The performance of water exercise classes which shall include aerobics, stretching, and all-body exercises. The classes will take place in a dedicated section of the Freeport Recreation Center pool.

5. Extent of Services.

Murphy shall devote such time, attention and energies to the IVF as is required. Murphy 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.

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

7. Death or Disability

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

8. Assignment.

This Agreement may not be assigned by Murphy 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

Carole Murphy  
109 Bergen Place  
Freeport, New York, 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

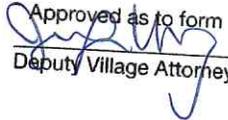
Murphy hereby affirmatively states that no elected official, officer or employee of IVF has any interest in Murphy.

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

**INCORPORATED VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
ROBERT T, KENNEDY, MAYOR

\_\_\_\_\_  
CAROLE MURPHY

Approved as to form  
  
Deputy Village Attorney

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Service Agreement  
Hayat Pineiro**

The Freeport Recreation Center would like to renew the agreement with Hayat Pineiro in order to conduct Adult Zumba classes at the Freeport Recreation Center. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL X EXTENSION \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$45.00 per hour (No Increase)

**Sessions:** On-going throughout the year

**Description:** Zumba is a fun filled hour of movement in a party like atmosphere including reggaetone, hip-hop, salsa, meringue & Latin American beats. It is a great aerobic exercise, and a great way to burn off that extra energy!

**Classes:** Adult Classes: Mondays 7:00-8:00PM

**Compensation:** The total fee to be paid to Ms. Pineiro will be \$45.00 per hour with a cap of \$3,000.00. (No Increase)

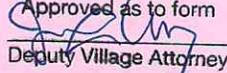
**Village to Provide:** A room to conduct the class.

**Revenue:** The Recreation Center will be charging \$65.00 (Residents) and \$80 (Non-Residents) per session (10 classes). During the FYE 2026 contract, the Recreation Center had collected approximately \$2,560.00.

**Expenditures:** During FYE 2026, the Recreation Center paid Ms. Pineiro \$1,215.00. The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Hayat Pineiro  
578 Gardiners Avenue  
Levittown, NY 11756  
347-807-3707

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Incorporated Village of Freeport, from time to time, is in need of services at the Freeport Recreation Center; and

**WHEREAS**, Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756, possesses certain skills, knowledge and expertise of a specialized nature in Zumba exercise; and

**WHEREAS**, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the instruction of Zumba exercise classes; and

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

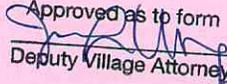
**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 (no increase), for a not-to-exceed amount of \$3,000.00; and

**WHEREAS**, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Freeport Recreation Center Manager, the Board hereby approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal between the Village of Freeport and Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756, for a term from March 1, 2026 to February 28, 2027, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**HAYAT PINEIRO**

**MARCH 1, 2026 – FEBRUARY 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Hayat Pineiro with offices located at 578 Gardiners Avenue, Levittown, New York 11756 (hereinafter referred to as "Pineiro"):

### WITNESSETH:

WHEREAS, Pineiro, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular zumba instruction for children, and,

WHEREAS, Pineiro, 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 Pineiro as an independent contractor, and Pineiro 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Pineiro.

3. Compensation.

For all services rendered by Pineiro under this Agreement, the IVF shall pay a fee not to exceed \$3,000 for the term of the contract. All services to IVF shall be billed on a monthly basis in \$45.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Pineiro and submitted to the Freeport Recreation Center for processing.

4. Duties

Pineiro shall provide the following services to IVF:

Pineiro shall conduct Zumba classes for children at the Recreation Center. IVF will provide use of a room at the Recreation Center for the purpose of conducting such classes.

5. Extent of Services.

Pineiro shall devote such time, attention and energies to the IVF as is required. Pineiro 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.

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

7. Death or Disability.

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

8. Assignment.

This Agreement may not be assigned by Pineiro 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

Hayat Pineiro  
578 Gardiners Avenue  
Levittown, New York, 11756

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. Disclosure.

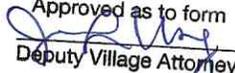
Pineiro hereby affirmatively states that no elected official, officer or employee of IVF has any interest in Pineiro.

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

**INCORPORATED VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

\_\_\_\_\_  
HAYAT PINEIRO

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Incorporated Village of Freeport, from time to time, is in need of Zumba Classes at the Freeport Recreation Center; and

**WHEREAS**, Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756, possesses certain skills, knowledge and expertise of a specialized nature in Zumba exercise; and

**WHEREAS**, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the instruction of Zumba exercise classes; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase), for a not-to-exceed amount of \$3,000.00; and

**WHEREAS**, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Freeport Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal between the Village of Freeport and Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756, for a term from March 1, 2025 to February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Service Agreement  
Lee Schreiber**

The Freeport Recreation Center would like to renew the agreement with Lee Schreiber. Ms. Schreiber will be teaching different sports classes for our summer camp program and Girls Basketball throughout the year. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL  X  AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$50.00 per hour (no increase).

**Sessions:** Twice a week during our summer camp program. Tuesdays from 5pm-6pm for our Girls Basketball program throughout the year.

**Description:** Different sports programs will be taught throughout the summer, ranging from pickleball for kids to flag football, soccer, basketball etc. The girls basketball program is a skills clinic to introduce the sport of basketball to young girls.

**Classes:** Mondays & Thursdays during Camp and Tuesday evening throughout the year

**Compensation:** The total fee to be paid to Ms. Schreiber will be \$50.00 per hour with a cap of \$3,000.00 (no increase).

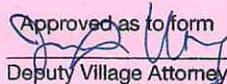
**Village to Provide:** Room to conduct the class.

**Revenue:** The Recreation Center will be charging participants for camp \$420 per session for Residents, and \$445 per session for Non-Residents. The basketball program will be \$60 for Residents and \$80 for Non-Residents. We collected \$660 for the Girls Basketball program this Fall.

**Expenditures:** The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). For FYE 2026, the Village paid Ms. Schreiber \$1,625.

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

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

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

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

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

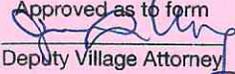
**WHEREAS**, the contract is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$50.00 for a not to exceed amount of \$3,000.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board hereby approves, and the Mayor is hereby authorized to execute a Personal Services Agreement renewal with Lee Schreiber, 340 Bedell Street, Freeport, NY 11520, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$50.00 for a not to exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Lee Schreiber**

**March 1, 2026 through February 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

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

### WITNESSETH:

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

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

### TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin retroactive on March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Schreiber.

3. Compensation.

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

#### 4. Duties

Schreiber shall provide the following services to IVF:

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

#### 5. Extent of Services.

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

#### 6. No Participation.

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

#### 7. Death or Disability

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

#### 8. Assignment.

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

#### 9. Notices.

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

by one party to the other):

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

Lee Schreiber  
340 Bedell Street  
Freeport, NY 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

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

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

**INCORPORATED VILLAGE OF FREEPORT**

By:

\_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

\_\_\_\_\_  
LEE SCHREIBER

Approved as to form  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager July 1, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 30, 2025:

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	Excused
Trustee Butler	In Favor
Mayor Kennedy	In Favor

cc:

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<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personal Service Agreement  
Deborah Stecker**

The Freeport Recreation Center would like to renew the agreement with Deborah Stecker. Ms. Stecker teaches chair yoga. The highlights of the program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL X AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$45.00 per hour (No Increase)

**Sessions:** 10-week sessions in Fall, Winter and Spring.

**Description:** Chair Yoga is for anyone who may have difficulty in the average yoga class. The program will teach fundamental yoga poses while seated in a chair, or using a chair as a prop for those who are able to stand.

**Classes:** Thursdays 10:00AM-11:00AM

**Compensation:** The total fee to be paid to Ms. Stecker will be \$45.00 per hour with a cap of \$3,000.00. (No Increase)

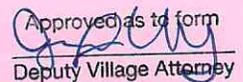
**Village to Provide:** A room to conduct the class.

**Revenue:** The Recreation Center will be charging \$65 (Resident) and \$80 (Non-Resident) per 10-week session. During the FYE 2026 contract, the Recreation Center collected \$1,325.00.

**Expenditures:** During the FYE 2026 contract, the Recreation Center paid Ms. Stecker \$475.00. The expense for this program will come out of account A714004-545700 (Non-Employee Salaries).

**Deborah Stecker**  
89 Jefferson Street  
Freeport, NY 11520  
(516) 852-5746

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach chair yoga classes throughout the year; and

**WHEREAS**, Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

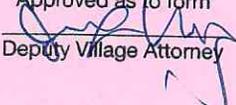
**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 (no increase per hour from the previous contract) for a not to exceed amount of \$3,000.00; and

**WHEREAS**, funding for these services is available in account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute a Personal Services Agreement renewal with Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$45.00 for a not to exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Deborah Stecker**

**March 1, 2026 – February 28, 2027**

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 Deborah Stecker with offices located at 89 Jefferson Street, Freeport, New York 11520 (hereinafter referred to as "Stecker"):

### WITNESSETH:

WHEREAS, Stecker, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of chair yoga classes, and,

WHEREAS, Stecker, 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 Stecker as an independent contractor, and Stecker 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Stecker.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Stecker under this Agreement, the IVF shall pay Stecker a fee not to exceed \$3,000. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Stecker and submitted to the Freeport Recreation Center for processing.

5. Duties

Stecker shall provide the following services to IVF:

Stecker shall conduct chair yoga classes at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

Stecker shall devote such time, attention and energies to the IVF as is required. Stecker 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.

7. No Participation.

Stecker acknowledges and agrees that this contract shall not give or extend to Stecker or his/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 Stecker under the terms of this Agreement.

8. Death or Disability.

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

9. Assignment.

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

10. 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

Deborah Stecker  
89 Jefferson Street  
Freeport, New York 11520

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Conflicts of Interest

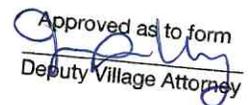
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Stecker hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

**INCORPORATED VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

By: \_\_\_\_\_  
Deborah Stecker

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach chair yoga classes throughout the year; and

**WHEREAS**, Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase per hour from the previous contract) for a not to exceed amount of \$3,000.00; and

**WHEREAS**, funding for these services is available in account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal with Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not to exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Elizabeth Comerford, Superintendent of Recreation  
Date: November 21, 2025

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**Re: Personnel Services Agreement  
Robyn Workman**

The Freeport Recreation Center would like to renew the agreement with Ms. Robyn Workman for the purposes of holding a "Back to Broadway Basics" class. The highlights of this program are as follows:

**Contract Type:** NEW \_\_\_\_\_ RENEWAL X AMENDMENT \_\_\_\_\_

**Contract Term:** March 1, 2026—February 28, 2027

**Contract Rate:** \$50.00 per hour (No Increase)

**Sessions:** Broadway & You: 20-week program scheduled in the Fall & Spring

**Description:** Broadway & You is a program where children prepare for a performance with fun songs, dances and lots of laughs! The children have a performance at the end of the session!

**Village Compensation:**

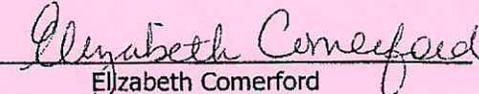
The Total Fee to be paid to Ms. Workman will be \$50.00 per hr., with a Cap of \$5,000.00. (No Increase in hourly rate, but increase in cap because we are discussing adding an extra performance class in Spring.)

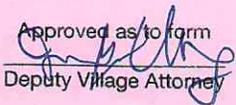
**Village to Provide:** A room to conduct the class.

**Revenue:** The village will be charging \$250 (Residents) and \$300 (Non-Residents) for a 20-week session. During the FYE 2026 contract, the Recreation Center has collected approximately \$4,975.00.

**Expenditures:** During FYE 2026, the Recreation Center paid Ms. Workman \$1,300.00. This expense will come out of account A714004-545700 (Non-Employee Salaries).

**Robyn Workman  
65 Westside Ave.  
Freeport, NY 11520  
516-528-5668**

  
Elizabeth Comerford  
Superintendent of Recreation

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Recreation Center requires, on an as needed basis, the provision of instruction services for the purpose of holding a “Back to Broadway Basics” class; and

**WHEREAS**, Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520, is qualified to perform the services required and has proposed to do so at a rate of \$50.00 per hour; and

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

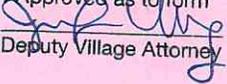
**WHEREAS**, the contract renewal is for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$50.00 (no increase), for a not-to-exceed amount of \$5,000.00 (an increase in cap for an extra performance class in Spring); and

**WHEREAS**, funding for this service comes out of account A714004-545700 (non-employee salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor is hereby authorized to execute any and all documentation necessary to effectuate a Personal Services Agreement renewal with Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520, for a term from March 1, 2026 through February 28, 2027, at an hourly rate of \$50.00 for a not-to-exceed amount of \$5,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Robyn Workman**

**March 1, 2026 – February 28, 2027**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Robyn Workman, with offices located at 65 Westside Avenue, Freeport, New York 11520 (hereinafter referred to as "Workman"):

### WITNESSETH:

WHEREAS, Workman has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the teaching of basic skills in acting, singing, and dancing classes; and,

WHEREAS, Workman 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 Workman as an independent contractor, and Workman 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 March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Workman.

3. Conditional Contract

The parties hereby acknowledge and agree that this agreement is a conditional contract, the force and effect of which is dependent upon an enrollment of at least ten (10) participants in the classes provided for herein. In the event enrollment does not meet ten (10) participants, this contract will be null and void.

4. Compensation.

For all services rendered by Workman under this Agreement, the IVF shall pay Workman a fee not to exceed \$50.00 per hour, with an annual cap of \$5,000.00. All services to IVF

shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Workman and submitted to the Freeport Recreation Center for processing.

#### 5. Duties

Workman shall provide the following services to IVF:

Workman shall conduct sessions of acting, singing, and dancing programs at the Recreation Center.

All classes will be performed according to a schedule approved, in advance, by IVF.

#### 6. Extent of Services.

Workman shall devote such time, attention and energies to the IVF as is required. Workman 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.

#### 7. No Participation.

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

#### 8. Death or Disability.

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

#### 9. Assignment.

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

#### 10. Notices.

All notices or other communications provided for by 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

Robyn Workman  
65 Westside Avenue  
Freeport, New York, 11520

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Disclosure.

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

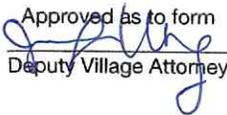
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By:

\_\_\_\_\_  
ROBERT T. KENNEDY, Mayor

\_\_\_\_\_  
ROBYN WORKMAN

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Elizabeth Comerford, Recreation Center Manager December 4, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

**WHEREAS**, the Freeport Recreation Center requires, on an as needed basis, the provision of instruction services for the purpose of holding a “Back to Broadway Basics” class; and

**WHEREAS**, Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520, is qualified to perform the services required and has proposed to do so at a rate of \$50.00 per hour; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 (no increase), for a not-to-exceed amount of \$3,500.00; and

**WHEREAS**, funding for this service comes out of account A714004-545700 (non-employee salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and here by is authorized to execute any and all documentation necessary to effectuate a Personal Services Agreement renewal with Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

---

cc:

**INCORPORATED VILLAGE OF FREEPORT  
RECREATION CENTER  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Elizabeth Comerford, Superintendent of Recreation

Date: November 21, 2025

---

RE: Professional Service Contract for Zamboni maintenance/repair.

The Freeport Recreation Center is requesting approval for a renewed Professional Service Contract with Resurfix. The contract will be for fiscal year 2026/27, March 1, 2026 - February 28, 2027 for \$20,000.00. There is no increase from the previous contract.

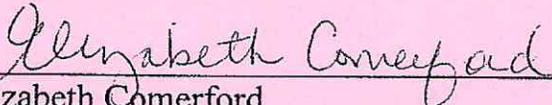
Upon approval, funds will be allocated for the repair/maintenance of the two (2) Zambonis located in the ice rink at the Freeport Recreation Center. The funds will come out of account A714004 542800 (Service Contract Repairs).

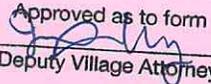
The service vendor is Resurfix, located in Flanders, New Jersey. This is the only authorized Zamboni service vendor available in the tristate area.

Resurfix  
P.O. Box 291  
Flanders, New Jersey 07836  
973-584-1144

The Freeport Recreation Center currently has two Zambonis (a 1980, 500 series & a 2004, 540 series). Both are essential to our daily, year-round ice rink business.

Thank you,

  
\_\_\_\_\_  
Elizabeth Comerford  
Superintendent of Recreation  
Freeport Recreation Center

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport Recreation Center Ice Rink currently utilizes two (2) Zambonis which are essential to the ice rink business; and

**WHEREAS**, these Zambonis periodically require servicing; and

**WHEREAS**, the only authorized service vendor for Zambonis in the tri-state area is Resurfix, P.O. Box 291, Flanders, New Jersey 07836; and

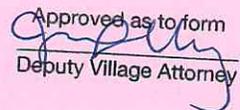
**WHEREAS**, the Freeport Recreation Center manager is requesting to enter into a services contract for the repair and maintenance of the two (2) Zambonis for a term from March 1, 2026 to February 28, 2027, at a cost of \$20,000; and

**WHEREAS**, funding for this purchase will come out of the Freeport Recreation Center budget line A714004 542800 (Service Contract Repairs); and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor is hereby authorized to execute any and all documentation necessary to enter into a services contract with Resurfix, P.O. Box 291, Flanders, New Jersey 07836, for a term from March 1, 2026 to February 28, 2027, at a cost of \$20,000.

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  
  
Deputy Village Attorney



**INCORPORATED VILLAGE OF FREEPORT  
TREASURER'S OFFICE  
INTER-OFFICE CORRESPONDENCE**

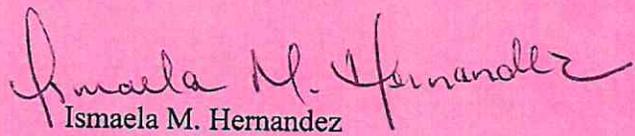
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To: Mayor Robert T. Kennedy  
From: Ismaela M. Hernandez, Village Treasurer  
Date: November 19, 2025

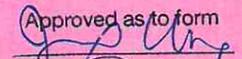
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**RE: 2025 Tax Lien Sale – Notice of Publication**

Request retroactive approval from the Mayor and the Board of Trustees to advertise the 2025 tax lien sale of real property. Pursuant to the provisions of Section 1452 (1) of the Real Property Tax Law, the list of said properties for unpaid Village of Freeport taxes, interest and other charges for the 2025 tax year. It will be advertised in the Herald, once each week for three successive weeks on 11/13/2025 11/20/2025, and 11/27/2025 editions. Village Taxes that remain unpaid will be sold at public auction, in the manner provided by law on Friday, December 5, 2025 at 10am at the Municipal Building of 46 N. Ocean Ave 2<sup>nd</sup> floor, Conference room.

  
Ismaela M. Hernandez  
Village Treasurer

Cc:  
Alvin McDaniel, Village Comptroller  
Valerie Montes, Deputy Village Treasurer

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, pursuant to provisions of §1452(1) of the Real Property Tax Law, the Village Treasurer is required to advertise the list of 2025 delinquent real property taxes; and

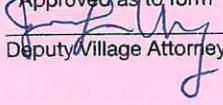
**WHEREAS**, it will be advertised in the Freeport Herald and other relevant publications once each week for three successive weeks on 11/13/2025 11/20/2025, and 11/27/2025; and

**WHEREAS**, the sale will take place on Friday, December 5, 2025 at 10:00 a.m. at Village Hall in the Board Room; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Treasurer, the Board hereby approves and directs the publication of the 2025 Tax Lien Sale of Real Property in the Freeport Herald and other relevant publications for three successive weeks on 11/13/2025 11/20/2025, and 11/27/2025 with the sale scheduled to take place on Friday, December 5, 2025 at 10:00 a.m. at Village Hall in the Board Room.

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  
WATER & SEWER DEPARTMENT  
INTER-OFFICE CORRESPONDENCE**

---

To: Robert Kennedy, Mayor

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

Date: November 18, 2025

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**RE: SEWER USAGE CHARGE**

The Village Board of Trustees adopted a Sewer Usage Charge on September 24, 1984, and revised it on February 27, 1987. The Sewer Usage Charge provides for charging users who contribute more than 15,000 gallons per day (GPD) of sanitary waste. The charge is based on the water consumption and is at a rate of \$0.50 per thousand gallons of water consumed each day in excess of 15,000 gallons. A quarterly Sewer Usage fee of \$10.00 was added to all water bills in 2018 to cover the increased costs associated with the sewer collection within the Village.

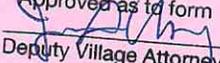
Due to the continued increase in costs for the repair, maintenance and improvement to the Village Sanitary Sewer collection system it is recommended that the Village consider increasing the Village wide sewer usage charge.

Based upon needed capital improvements, emergency repairs costs, increase in personnel costs, and lift station operating costs, the estimated total annual operating costs for the Sewer Department has increased since the initiation of the Sewer Usage Charge in 2018. It is therefore recommended that the current \$10.00 per quarter Sewer User Fee be increased to \$15.00. The Sewer User fee will be added to all current Water Department customers. The revised quarterly charge be billed along with the water bills beginning in the next water billing cycle.



---

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 Village Board of Trustees adopted a Sewer Usage Charge on September 24, 1984, and revised it on February 27, 1987; and

**WHEREAS**, the Sewer Usage Charge provides for charging users who contribute more than 15,000 gallons per day (GPD) of sanitary waste; and

**WHEREAS**, a quarterly Sewer Usage fee of \$10.00 was added to all water bills in 2018 to cover the increased costs associated with the sewer collection within the Village; and

**WHEREAS**, due to the continued increase in costs for the repair, maintenance and improvement to the Village Sanitary Sewer collection system, the Superintendent of Public Works is requesting Board approval for the Sewer User Fee increase from \$10.00 to \$15.00; and

**WHEREAS**, the Sewer User fee will be added to all current Water Department customers; and

**WHEREAS**, the revised quarterly charge be billed along with the water bills beginning in the next water billing cycle; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board hereby approves the Sewer User fee increase to \$15.00 beginning in the next water billing cycle.

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 T. Kennedy

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

Date: November 10, 2025

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**Re: 2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET)  
FOR FREEPORT VILLAGE POOLS**

At the Village Board of Trustees meeting on January 27, 2025, the referenced purchase contract was awarded to Commercial Clearwater, 351 Westbury Avenue, Carle Place, New York 11514 for \$119,400.00. The Contract was set up as a one-year contract expiring on February 28, 2026, with two one-year extensions at no increase in the contract. Fiscal Year to date, we have spent \$38,208.00 under this contract. Funding for this purchase is from the Recreation Center Operating Budget (A714004 541100).

The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET) FOR FREEPORT VILLAGE POOLS", be extended for an additional year, From March 1, 2026 until February 28, 2027, to Commercial Clearwater, 351 Westbury Avenue, Carle Place, New York 11514, with no increase in the unit prices.



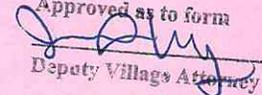
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Robert R. Fisenne, P.E.  
Superintendent of Public Works

Encl.

c.

J. Muir, Secretary to the Mayor  
P. Boening, Village Clerk  
E. Comerford, Rec. Center Manager

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on January 27, 2025, the Board awarded the “2025 Furnishing Calcium Hypochlorite (Tablet) for Freeport Village Pools” to Commercial Clearwater, 351 Westbury Avenue, Carl Place, New York, 11514, in the amount of \$119,400.00 for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, fiscal year to date, the Village has spent \$38,208.00 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Contract with Commercial Clearwater, 351 Westbury Avenue, Carl Place, New York, 11514, in the amount of \$119,400.00, at no increase in the contract, for a term from March 1, 2026 to February 28, 2027; and

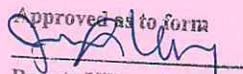
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

**WHEREAS**, funding for this purchase is from the Recreation Center Operating Budget (A714004 541100); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate the first one-year extension for the “2025 Furnishing Calcium Hypochlorite (Tablet) for Freeport Village Pools” with Commercial Clearwater, 351 Westbury Avenue, Carl Place, New York, 11514, in the amount of \$119,400.00, at no increase in the contract, for a term from March 1, 2026 to February 28, 2027.

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

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET)  
FOR FREEPORT VILLAGE POOLS

CONTRACTOR: Commercial Clearwater

DATE: October 8, 2025

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2026 to February 28, 2027		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: Keith Melnick DATE: 10/15/25  
(CONTRACTOR)

ACCEPTED BY: RAF DATE: 11/12/25  
(ENGINEER)



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

---

To: Mayor Robert T. Kennedy

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

Date: November 17, 2025

---

**Re: 2025 FURNISHING OF WATER METERS**

At the Village Board of Trustees meeting on January 27, 2025, the referenced requirements contract was awarded to Rio Supply Inc of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081 for \$245,490.00. The Contract is set up as a one-year contract expiring on February 28, 2026, with two optional one-year extensions at no increase in the contract prices. Funding will come from the Water Department Operating Budget (WE98002 520310).

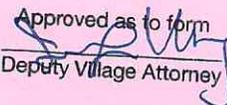
The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "**2025 FURNISHING OF WATER METERS**" be extended for an additional year, from March 1, 2026 until February 28, 2027, to Rio Supply Inc of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, with no increase in the unit prices.



---

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

Approved as to form  
  
Deputy Village Attorney

Encl.

c.

J. Muir, Secretary to the Mayor  
P. Boening, Village Clerk  
T. D'Orta, Purchasing Agent  
A. McDaniel, Comptroller  
M. Quinton, Supt. of Water

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

**WHEREAS**, on January 27, 2025, the Board awarded award the “2025 Furnishing of Water Meters” to Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey, 08081, in the amount of \$245,490.00 for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Contract with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey, 08081, in the amount of \$245,490.00, at no increase in the contract prices, for a term from March 1, 2026 to February 28, 2027; and

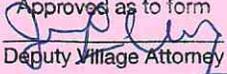
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

**WHEREAS**, funding will come from the Water Department Operating Budget (WE98002 520310); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves, and the Mayor is hereby authorized to sign any documentation necessary to effectuate the first one-year contract extension for the “2025 Furnishing of Water Meters” with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey, 08081, in the amount of \$245,490.00 at no increase in the contract prices, for a term from March 1, 2026 to February 28, 2027.

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

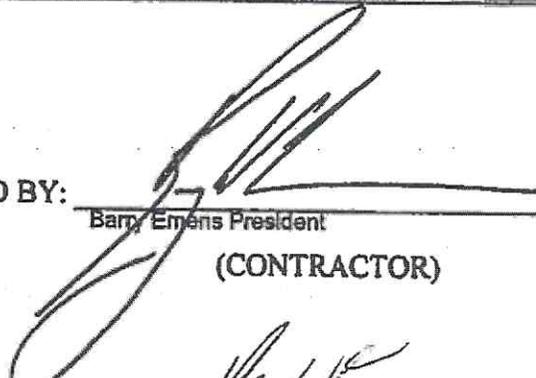
VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2025 FURNISHING OF WATER METERS

CONTRACTOR: RIO SUPPLY INC.

DATE: October 8, 2025

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2026 to February 28, 2027		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 10-15-25  
Barry Emens President  
(CONTRACTOR)

ACCEPTED BY:  DATE: 11/17/25  
(ENGINEER)

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

**DIRECTIVE**

TO: Robert F. Fisenne, Superintendent of Public Works January 30, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 27, 2025:

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

**WHEREAS**, the Village of Freeport has solicited a Notice to Bidders for the "2025 Furnishing of Water Meters"; and

**WHEREAS**, twenty-six (26) bids were distributed and one (1) bid was received on January 7, 2025, for the referenced contract, which provides for the purchase of water meters for the Water Department; and

**WHEREAS**, the sole responsible bidder was submitted by Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey, 08081, in the amount of \$245,490.00; and

**WHEREAS**, the contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, funding is anticipated to be included in the Water Department Operating Budget (WE98002 520310 Meter Reading Equipment); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to award the "2025 Furnishing of Water Meters" to Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey, 08081, in the amount of \$245,490.00 for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center