

3. ELECTRIC DEPARTMENT – Anthony Fiore

- a) Request approval of the consulting agreement with Grove Climate, LLC, 104R North Carolina Highway, 54 Bypass #241, Carrboro, North Carolina 27510, from March 1, 2024 through February 28, 2025, not to exceed \$18,330.
- b) Request retroactive approval of the consulting agreement with Continental Economics, Inc., 16 Entranosa Lane, Edgewood, New Mexico 87015, for economic consulting services related to ConEd’s Schedule 10 and Schedule 19 transmission projects, from March 1, 2024 through February 28, 2025, not to exceed \$7,000.
- c) Request approval of the NYS Department of Transportation Utility Work Agreement, for the extension of the electric grid, in the amount of \$65,000 and that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement.
- d) Request approval to purchase Delinea Password Management solution subscription through CDW, 75 Remittance Drive, Suite 1515, Chicago, Illinois 60675-1515, from June 1, 2024 through May 31, 2025, in the amount of \$13,440.00, reimbursed through the NYS Division of Homeland Security and Emergency grant.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval to increase the contract with Emergency Responder Products/911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, from \$19,500 to \$22,500, for Fire Department Uniforms.
- b) Request approval on behalf of Freeport Exempt Fireman’s Association to use a Village tow vehicle and Jumbo’s trailer to transport “JUMBO” to a muster and antique fire apparatus shows and/parades on June 22, 2024 in Valley Stream, August 10, 2024 in Island Park, September 28, 2024 in Garden City, and October 5, 2024 in Islip.

5. GRANTS ADMINISTRATOR – Kathleen Murray

- a) Request retroactive approval for funding from the NYS Department of Homeland Security and Emergency Service’s Volunteer Fire Infrastructure and Response Equipment Grant program in the amount of \$480,740 for the purchase of 65 All Band portable Radios.

6. PUBLIC WORKS – Robert R. Fisenne

- a) Request approval to retroactively increase the contract with Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York 11791, from \$145,050 to \$300,000, reimbursed through the Village of Freeport Community Development Agency.
- b) Request approval to retroactively increase the “2023 Road Resurfacing Project Contract” with Stasi General Contracting, 422 Maple Avenue, Westbury, New York 11590 from \$966,800 to \$1,900,000.

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

7. VILLAGE ATTORNEY – Howard E. Colton

- a) Request the Board of Trustees schedule a public hearing for June 17, 2024 at 5:30 PM to consider the request to open a taxi company in the Village of Freeport and further request the Village Clerk publish the notice in the Freeport Herald.
- b) Request approval to enter into a lease agreement with Arya Roopnarine Inc., d/b/a/ Freeport Kayak, 33 Waterview Place, Lynbrook, New York 11563, from the first weekend in May 2024 through the last weekend in September 2024, for a cost of \$700 per month.

8. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$779.10, reimbursed by the property owner for the following:

211 E. Merrick Road \$779.10

9. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request authorization for the Village Treasurer to submit an application to the New York State Comptroller’s Office for the Electric Utility debt exclusion, in the amount of \$25,567,564 indebtedness, for FYE 2024 and further request authorization to publish the required legal notice in the Freeport Herald.

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 13, 2024

RE: Carnival/Festival/Bazaar

Organization: Excelsior Hook & Ladder Co.

Date: May 27, 2024

Rain Date: None

Time: 12:00 P.M. to 8:00 P.M.

Set Up Date & Time: May 25, 2024 12:00 P.M.

Location: Parking Field #2 (off Century Court)

Attached is a copy of the request for a public assembly permit application, submitted on behalf of Excelsior Hook & Ladder, to hold the 150th Anniversary BBQ in a portion of parking field #2, on Monday, May 27, 2024 (no rain date) from 12:00 P.M. to 8:00 P.M. Approximately 250 individuals will be in attendance.

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


Pamela Walsh Boening
Village Clerk

Attachments

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

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

Portion of Parking Field off Century Ct

- B) List each ride or inflatable (i.e. bouncy houses).
Indicate type of ride or inflatable, dimensions of same and space or square footage required for setup.

Bouncy House and Tents

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

N/A

- D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.

N/A

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

170' x 90'

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

No

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

250 attendees

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

12 trash receptacles and 1 portable toilet

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

N/A

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

Barricades in Parking Field to preven vehicular traffic

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

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

None

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

N/A

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



Signature

Sworn to before me this
_____ day of _____, 20 _____

NOTARY PUBLIC

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

Freeport, Corps...

76 Chu



El Gran Yo Soy
Pentecostal Church



Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of FFD Excelsior Hook & Ladder Co. 76 Church Street

	Organization Name		Address
<u>Freeport</u>	<u>N.Y.</u>	<u>11520</u>	<u>516 377-2344</u>
City	State	Zip	Telephone #

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

EVENT: 150TH ANNIVERSARY BBQ-FESTIVAL

DATE: MONDAY, MAY 27TH, 2024

TIME: ASSEMBLY START : 5/25/24 @ 12:00 P.M.

DAY OF EVENT: 5/27/2024 Start Time ~ 12:00 P.M. Finish ~ 8:00 P.M.

1. Assembly: Rear of 76 Church Street including a portion of municipal Parking Field No. 2 The Freeport Fire Department will assemble on parts of the parking field as presented in the application.
2. Barricades shall be used to prevent vehicular traffic from entering areas that will be utilized.
3. The applicant is permitted the use of a Bouncy House and Tents.
4. If an emergency occurs, the Festival participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.
5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road Not Blocking Vehicle Traffic.
6. Participants will shut down the event and clear the roadway at 10:00 P.M. without prompting from police or village officials.

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

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

VALID.

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

Issued by Deputy Chief Michael Williams Michael Williams May 6th 2024
Rank Name Signature Date

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

Other: _____

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

**Michael Smith
Chief of Police**

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael G. Williams
DATE: May 6, 2024
RE: Freeport Fire Department Excelsior Hook and Ladder Co. No. 1
May 27, 2024 at 12:00p.m. (No Rain Date)

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

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

Thank you,


Michael G. Williams
Deputy Chief of Police

RECEIVED

2024 MAY -7 A 10:54

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: May 2, 2024

RE: Carnival/Festival/Bazaar Public Assembly Permit Application
Organization: Excelsior Hook & Ladder
Applicant: Capt. John Gardenhire
Date: Monday, May 27, 2024
Rain Date: None
Time: 12:00 pm – 8:00 pm
Set-up Date & Time: Saturday, May 25, 2024 at 12:00 pm
Location: Portion of Municipal Lot #2 (off Century Court)

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Capt. John Gardenhire on behalf of Excelsior Hook & Ladder Co. I am conditionally approving this permit with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



Robert Fisenne, P.E.
Superintendent of Public Works

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Thursday, May 2, 2024 12:52 PM
To: Pamela Boening
Subject: Re: 5.27.2024 FFD 150th Anniversary Excelsior Hook & Ladder

The Fire Department is a sponsor of this event.

Therefore, there will be no negative impact on our operations

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, May 2, 2024 12:48:30 PM
To: Smith, Chief Michael J. <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Muldowney, Mary Clerical <MuldowneyM@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 5.27.2024 FFD 150th Anniversary Excelsior Hook & Ladder

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Thursday, May 2, 2024 3:15 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 5.27.2024 FFD 150th Anniversary Excelsior Hook & Ladder

Hi Pam,

The insurance is approved for the 5/27/24 FFD 150th Anniversary Excelsior Hook & Ladder

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, May 2, 2024 12:49 PM
To: Smith, Chief Michael J. <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Muldowney, Mary Clerical <MuldowneyM@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 5.27.2024 FFD 150th Anniversary Excelsior Hook & Ladder

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 13, 2024

RE: Public Assembly
Applicant: Freedom Community Church
Date: Saturday, July 6, 2024
Rain Date: Saturday, August 24, 2024
Time: 7:00 P.M. to 10:00 P.M.
Assembly Time: 5:00 P.M.

Attached please find a copy of public assembly application, submitted by Pastor John Gibbone, on behalf of Freedom Community Church, 416 Archer Street, Freeport, New York 11520 to hold a concert on Saturday, July 6, 2024 (rain date: August 24, 2024) between the hours of 7:00 P.M. to 10:00 P.M., at the Esplanade on Woodcleft Avenue.

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


Pamela Walsh Boening
Village Clerk

Attachments

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

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

ALL

B) List each ride or inflatable (i.e. bouncy houses).
Indicate type of ride or inflatable, dimensions of same and space or square footage required for setup.

NONE

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

NONE

D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.

NONE

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

ESPLANADE

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

NO

G) What is the estimated number of customers you expect daily? 20

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

NONE

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

NONE

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

NONE

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

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

NONE

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

NONE

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


Signature

Sworn to before me this 25 day of April, 2024

Pamela Walsh Boening
NOTARY PUBLIC

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

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



Freedom Community Church
 416 Archer Street • Freeport, N.Y. 11520
 (516) 360-7404

Pastor John A. Gibbone agrees to defend and indemnify and save harmless the Inc. Village of Freeport, it's employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of the Nautical Mile Esplanade in Freeport by Pastor John A. Gibbone, whether or not such injury to persons or damage to property are due or claim to be to any negligence of Pastor John A. Gibbone their employees or agents.

Sign:  FREEDOM CHURCH

(Name of representative and company name)

Date 4/25/24

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

RECEIVED

INTER-DEPARTMENT CORRESPONDENCE
INCORPORATED VILLAGE OF FREEPORT ~ POLICE DEPARTMENT

APR 30 A 10:13
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael G. Williams
DATE: April 26, 2024
RE: Freedom Community Church Concert

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

I do not anticipate there will be any police overtime costs incurred due to this event.

Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Deputy Chief
Michael G. Williams

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Freedom Community Church 416 Archer St

Organization Name

Address

Freeport

City

NY.

State

11520

Zip

516 360-7404

Telephone #

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

EVENT: Freedom Community Church Concert
Nautical Mile at the Esplanade

DATE: July 6, 2024

TIME: Assembly: 5:00 P.M. Start Time ~ 7:00 P.M. Finish ~ 10:00 P.M.

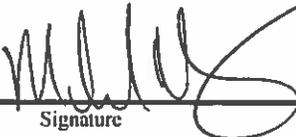
- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 10:00 P.M., without prompting from police or village officials.**
- 3. Applicant and participants will shut down the event the location at 10:00 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the applicant, participants and attendees must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers cannot be used to location. The sidewalk is not permitted to be obstructed at any time by participants or spectators.**
- 5. Musical equipment or other structures placed at location must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. No Blocking of Vehicle Traffic during the event or the unloading and loading of equipment.**
- 6. Applicant: John Gibbone 416 Archer Street, Freeport, NY 516 360-7404**

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

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

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

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

Issued by Deputy Chief Michael G. Williams  April 26, 2024
Rank Name Signature Date

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

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

TO: Pamela Walsh Boening, Village Clerk

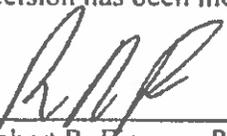
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works

DATE: April 25, 2024

RE: Parade and Public Assembly Permit Application
Applicant: Pastor John Gibbone / Freedom Community Church
Date: Saturday, July 6, 2024
Rain Date: Saturday, August 24, 2024
Time: 7:00 pm – 10:00 pm
Set Up Time: 5:00 pm
Location: Esplanade on Woodcleft Avenue

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Pastor John Gibbone on behalf of Freedom Community Church, to hold a concert.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Tuesday, April 30, 2024 8:32 PM
To: Pamela Boening
Subject: RE: 7.6.2024 public assembly

I have reviewed the Parade and Public Assembly Permit application for July 6, 2024 (Rain Date: 08/24/24)

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, April 25, 2024 2:55 PM
To: Smith, Chief Michael J. <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Muldowney, Mary Clerical <MuldowneyM@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 7.6.2024 public assembly

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Thursday, April 25, 2024 3:18 PM
To: John Gibbone
Cc: Conor Kirwan; Pamela Boening
Subject: Parade and Public Assembly - 7/6/24

Hi Pastor John,

In order for the Village of Freeport to approve your Parade and Public Assembly application for Freedom Community Church on 7/6/24 we will need a copy of your updated liability insurance listing the Village of Freeport as additional insured.

Let me know if you have any questions.

Regards,

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

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: March 26, 2024

RE: Block Party Permit
Applicant: Patrick Hussey
Date: August 3, 2024
Rain Date: August 10, 2024
Location: Wilshire Court, from Guy Lombardo to the cul de sac
Time: 4:00 P.M. to 10:00 P.M.

Attached please find a Block Party Permit Application submitted Patrick Hussey, 14 Wilshire Court, to hold a Block Party on August 3, 2024 (rain date: August 10, 2024), on Wilshire Court from Guy Lombardo Avenue to the cul de sac, from 4:00 P.M. to 10:00 P.M. Approximately 100 individuals will be attending this event.

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


Pamela Walsh Boening
Village Clerk
Attachments

RECEIVED

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

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

CLERK'S OFFICE
FREEPORT, NY
DATE OF APPLICATION: April 30, 2024

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: Aug 3, 2024 RAIN DATE: AUG 10, 2024

TIME: FROM 4⁰⁰ TO 10⁰⁰ (Limit 6 hours - ending 10 PM latest)

LOCATION OF EVENT: WILSHIRE CT Between — and GUY LOMBARDO AVE.

NO. PARTICIPANTS EXPECTED: 20 NO. OF RESIDENCES ON BLOCK: 26 VERIFIED BY PLB

NAME OF CONTACT/ORGANIZATION: Patrick Hussey

ADDRESS: 14 WILSHIRE CT TEL NO. 516-652-5448

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

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

APPLICANT'S NAME	ADDRESS	SIGNATURE
✓ Patrick Hussey	14 WILSHIRE CT	
✓ Usmin Tavaré	25 WILSHIRE CT	
✓ Momtaj Meleed	27 WILSHIRE CT	
✓ HENRI J. J. J.	13 WILSHIRE CT	
✓ Shelia Emile	15 WILSHIRE CT	Shelia E.
✓ Christine Delisser	22 WILSHIRE CT	
✓ JOSE ABREU	26 WILSHIRE CT	
✓ Tracy & Kevin Ballers	28 WILSHIRE CT	

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

Fees:

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

Affirmation of Understanding and Awareness:

I Patrick Hussey acting as an authorized representative of WILSHIRE CT swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.


Applicant's signature

Sworn to before me this 30th
day of April 2024
Linda Wolf
Notary

LINDA WOLF
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WO6441977
Qualified in Nassau County
Commission Expires October 03, 2026

Add more signatures below if required:

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Sharon Jenkins</u>	<u>21 Wilshire Ct</u>	<u>[Signature]</u>
<u>Basim Elsayaby</u>	<u>24 Wilshire Ct</u>	<u>[Signature]</u>
<u>Mary Crispy n</u>	<u>4 Wilshire ct</u>	<u>[Signature]</u>
<u>Doris Collins</u>	<u>17 Wilshire ct</u>	<u>[Signature]</u>
<u>Luis Campos</u>	<u>20 Wilshire Ct</u>	<u>[Signature]</u>
<u>Stephenson Michael</u>	<u>5 Wilshire ct</u>	<u>[Signature]</u>
<u>Mubeen Koyadia</u>	<u>6 Wilshire Ct</u>	<u>[Signature]</u>
<u>Samantha Hickman</u>	<u>3 Wilshire Ct</u>	<u>[Signature]</u>
<u>Conor Rogers</u>	<u>9 Wilshire Ct</u>	<u>[Signature]</u>

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

RECEIVED

**Michael Smith
Chief of Police**

40 North Ocean Avenue, Freeport, New York 11520 P 12:13
(516) 378-0700 Fax (516) 377-2432

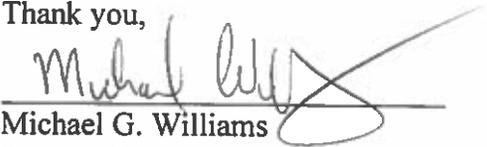
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael G. Williams
DATE: May 1, 2024
RE: Block Party – Wilshire Court 08/03/2024

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

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

Thank you,


Michael G. Williams
Deputy Chief of Police

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Patrick Hussey 14 Wilshire Court

Freeport New York 11520 (516) 652-5448
City Applicant's Name Address Zip Telephone #
State

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

BLOCK PARTY ON: Wilshire Court @ Guy Lombardo Ave.

DATE: SATURDAY, AUGUST 3RD 2024

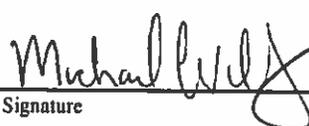
RAIN DATE: SATURDAY, AUGUST 10TH 2024

Time: 4:00 P.M. TO 10:00 P.M.

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The use of Fireworks is strictly prohibited**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 10:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down block party and clear roadway at 10:00 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.***
- 6. Applicant: Patrick Hussey Tel # (516) 652-5448**

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

THE PARADE/PUBLIC ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID. Please note the parade/public assemblies permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.

Issued by Deputy Chief Michael G. Williams  05/01/2024
Rank Name Signature Date

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

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: May 2, 2024
RE: Block Party Application – Patrick Hussey

RE: **Block Party Permit Application**
Applicant: Patrick Hussey
Date: Saturday, August 3, 2024
Rain Date: Saturday, August 10, 2024
Location: Wilshire Court, from Guy Lombardo
Time: 4:00 P.M. – 9:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Patrick Hussey. The Department of Public Works will erect barricades to facilitate the necessary road closures.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Friday, May 10, 2024 11:34 AM
To: Pamela Boening
Subject: RE: 8.3.2024 Wilshire Court Block Party

I have reviewed the Block Party application for August 3, 2024 (Rain Date: August 10, 2024)

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, May 1, 2024 12:35 PM
To: Smith, Chief Michael J. <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Muldowney, Mary Clerical <MuldowneyM@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>
Subject: 8.3.2024 Wilshire Court Block Party

Send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 13, 2024

RE: Carnival/Festival/Bazaar
Organization: Freeport for Veterans
Date: August 4, 2024
Rain Date: August 18, 2024
Time: 1:00 P.M. to 6:00 P.M.
Assembly Time: 8:00 A.M.
Location: Waterfront Park

Attached is a copy of the request for a public assembly permit application, submitted on behalf of the Freeport for Veterans, to hold a Clam Bake/BBQ, at Waterfront Park, on Sunday, August 4, 2024 (rain date: August 18, 2024) from 1:00 P.M. to 6:00 P.M. Approximately 300 individuals will be in attendance.

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


Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk

Attachments

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

Applicant:

Freeport For Veterans 19 Suffolk St Freeport NY 11520
Name Address Apt City State Zip

516 949 0389 _____
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

Freeport For Veterans Freeport NY 11520
Organization Name Address City State Zip

516-949-0389
Telephone #

Organization Representatives (Other than applicant):

1) <u>Mitchell Krmeling</u> <small>Name</small>	<u>516 949 0389</u> <small>Contact Phone#</small>	<u>BOARD member</u> <small>Position</small>
2) <u>Bill Murphy</u> <small>Name</small>	<u>516 924 1076</u> <small>Contact Phone#</small>	<u>BOARD member</u> <small>Position</small>
3) <u>Ben Jackson</u> <small>Name</small>	<u>516 903 6521</u> <small>Contact Phone#</small>	<u>BOARD member</u> <small>Position</small>

Carnival/Festival/Bazaar Operator / Contractor:

Freeport for Veterans
Business Name Address City State Zip

Operator's Name Telephone #

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

Requested Carnival/Festival/Bazaar Location: Water front Park Freeport

Set Up Day: 8 AM **Date:** 8/14/2024 **Set Up Start Time:** 1:00 AM/PM

Dates of operation:

1st Day: _____ Date: 8/14/2024 Start Time: 1:00 AM/PM End Time: 6:00 AM/PM *verbal 6:00 pm*

2nd Day: Rain Day Date: 8/15/2024 Start Time: _____ AM/PM End Time: _____ AM/PM

3rd Day: _____ Date: 1/20 Start Time: _____ AM/PM End Time: _____ AM/PM

4th Day: _____ Date: 1/20 Start Time: _____ AM/PM End Time: _____ AM/PM

Equipment Removal will be done by: _____ Date: 8/15/2024 Time: _____ AM/PM

Rain Date: NO YES Date: 8/18/2024

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

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

DrBA Field.

- B) List each ride or inflatable (i.e. bouncy houses).
Indicate type of ride or inflatable, dimensions of same and space or square footage required for setup.

none

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

none. COOK OUR OWN.

- D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers, generator units. Indicate the space or square footage required to park/stage such vehicles or units.

none

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

HALF the PARK

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

no

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

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

4 PORTABLE TOILETS.

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

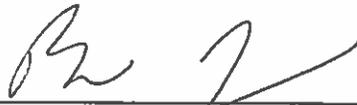
- J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

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

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

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

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



 Signature

Sworn to before me this
24 day of April, 2024

Pamela Walsh Boening
 NOTARY PUBLIC

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

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

Freeport For Veterans

19 Suffolk st
Freeport NY 11520
516-949-0389

4/23/2024

Freeport for Veterans, agrees to defend and indemnify and save harmless the Inc Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of "Waterfront Park, 957 S Long Beach ave" in Freeport, by Freeport for Veterans, whether or not such injury to persons or damage to property are due or claim to be due to any negligence, Freeport for Veterans, of Freeport for Veterans, their employees or agents.

Sign: Mitch Kraeling, Freeport For Veterans

Date: 4/23/2024

Sign: 

Sworn before me this 23rd day of April 2024

Notary 

Tara Colletti
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6309284
Qualified in Nassau County
Commission Expires 10/14/2026

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

FAX NO: 377-2318

PHONE NO: 377-2314

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

THIS APPLICATION MUST BE SUBMITTED TWO WEEKS BEFORE THE EVENT

DATE SUBMITTED: 4-2-24

NAME OF ORGANIZATION/GROUP: Freeport For Veterans
CONTACT PERSON: ISABELLE FORTIN ADDRESS: 230 north forest Ave NYC
PHONE NO: 516 449 0389 NO. OF PEOPLE EXPECTED: 300 MAX. 50 PEOPLE
PARK REQUESTED: Linker front Park DATE REQUESTED: 7/21/24 ~~7/29/21~~
TIME OF EVENT: 1-6:30-8:30 TYPE OF EVENT: FUND RAISER
1st Cracking. Annual class

8/4/24 JH
8/18/24 JH
RAIN DATE

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

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

Non-Refundable \$50.00 Fee

(Makes checks payable to: Village of Freeport)

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

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

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


Signature of Applicant

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

OFFICE USE ONLY:

PERMIT APPROVAL:

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

Signature/Date Isabelle Fortin 4-2-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

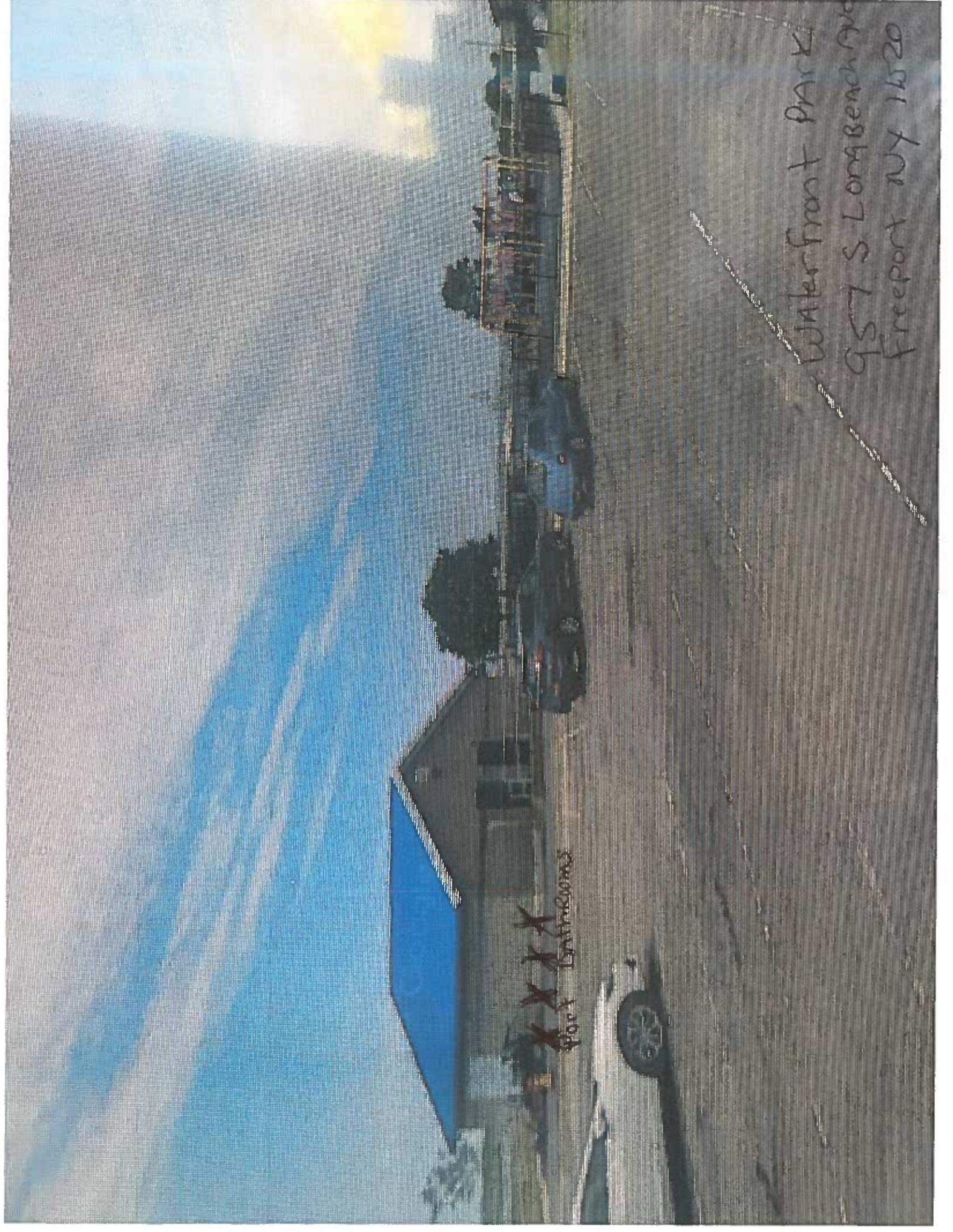
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
1. Village of Freeport, 46 N Ocean Ave, Freeport, NY 11520
2.
3.
4.
5.
6.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



XXX
for Extrudings

Waterfront Park
957 S Longbench Ave
Freeport NY 11520

Pamela Boening

From: Christine Maguire
Sent: Thursday, April 25, 2024 2:59 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 8.4.2024 Waterfront Park Public Assembly

Hi Pam,

The insurance is approved for the 8/4/24 waterfront park public assembly

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, April 25, 2024 2:51 PM
To: Smith, Chief Michael J. <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Muldowney, Mary Clerical <MuldowneyM@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 8.4.2024 Waterfront Park Public Assembly

Please send recommendation.

RECEIVED

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

2024 APR 30 A 10: 13

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

Michael Smith
Chief of Police

40 North Ocean Ave. Freeport, NY
(516) 378-0700

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael G. Williams
DATE: April 29, 2024
RE: Freeport for Veterans

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

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

Thank you,



Michael G. Williams
Deputy Chief of Police

Freeport Police Department

Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Freeport for Veterans 19 Suffolk St.

Organization Name

Address

Freeport

N.Y.

11520

516 949-0389

City

State

Zip

Telephone #

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

EVENT: Freeport for Veterans Clam Bake

DATE: Sunday, August 4th 2024

Rain Date : Sunday, August 18th 2024

TIME: 1:00 P.M. to 6:00 P.M

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 6:00 P.M., without prompting from police or village officials.
3. Applicant and participants will be shut down and clear from the roadway at 7:00 P.M. sharp without prompting from police or village officials.
4. If an emergency occurs, the applicant, participants and attendees must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.
5. Tables, tents, equipment, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.*
6. Applicant: Freeport for Veterans 19 Suffolk St., Freeport, 11520 NY (516) 949-0389 Contact: Mitchell Kraeling 516-949-0389.

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

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

Please note the parade/public assembly permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport

Village Code Section 155-67.

Issued by Deputy Chief Michael Williams 04/29/2024
Rank Name Signature Date

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

Other: _____

Pamela Boening

From: Raymond Maguire
Sent: Tuesday, April 30, 2024 8:37 PM
To: Pamela Boening
Subject: RE: 8.4.2024 Waterfront Park Public Assembly

I have reviewed the Parade & Public Assembly Permit application for August 4, 2024 (Rain Date: August 18, 2024)

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, April 25, 2024 2:51 PM
To: Smith, Chief Michael J. <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Muldowney, Mary Clerical <MuldowneyM@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 8.4.2024 Waterfront Park Public Assembly

Please send recommendation.

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: April 25, 2024

RE: Carnival/Festival/Bazaar Public Assembly Permit Application
Organization: Freeport for Veterans
Applicant: Mitchell Kraeling
Date: Sunday, August 4, 2024
Rain Date: Sunday, August 18, 2024
Time: 1:00 pm – 6:00 pm
Set-up Time: 8:00 am
Location: Waterfront Park

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

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma Lancaster, Village Assessor
 DATE: May 13, 2024
 RE: Tax Certiorari Negotiated Settlement

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

Petitioner Attorney: **Certilman, Adler, Balin & Hyman, LLP**

Petitioner: Merrick and South Bayview LLC
 300 Merrick Road
 54/92/521, 525

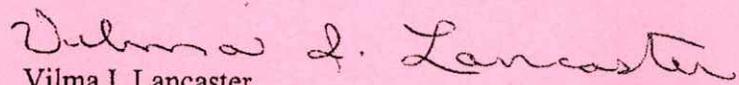
Total Refund: 2020/2021 to 2024/2025 – Refund: **\$3,198.53** – AV: **19,344** going forward to 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2020/21	0.0162	21,940	21,940	0	0.62296	\$0.00
2021/22	0.0151	21,940	21,940	0	0.62296	\$0.00
2022/23	0.0150	21,940	21,940	0	0.62296	\$0.00
2023/24	0.0130	21,940	19,344	2,596	0.61649	\$1,600.41
2024/25	0.0122	21,940	19,344	2,596	0.61561	\$1,598.12
Current MV		\$1,798,361	Settlement MV	\$1,585,574	Refund	\$3,198.53

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in

2024 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

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


Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the firm Certilman, Balin, Adler & Hyman, LLP represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Merrick and South Bayview LLC
 300 Merrick Road
 54/92/521, 525

Total Refund: 2020/2021 to 2024/2025 – Refund: **\$3,198.53** – AV: **19,344** going forward to 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2020/21	0.0162	21,940	21,940	0	0.62296	\$0.00
2021/22	0.0151	21,940	21,940	0	0.62296	\$0.00
2022/23	0.0150	21,940	21,940	0	0.62296	\$0.00
2023/24	0.0130	21,940	19,344	2,596	0.61649	\$1,600.41
2024/25	0.0122	21,940	19,344	2,596	0.61561	\$1,598.12

Current MV \$1,798,361 Settlement MV \$1,585,574 Refund \$3,198.53

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

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

NOW THEREFORE BE IT RESOLVED, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2020/2021 through the 2024/2025 Final Assessment Rolls and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$3,198.53.

The Clerk polled the Board as follows:

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

Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma Lancaster, Village Assessor
 DATE: May 15, 2024
 RE: Tax Certiorari Negotiated Settlement

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

Petitioner Attorney: **Forchelli Deegan Terrana**

Petitioner: Somma Realty of NY Corp.
 365 A & B Atlantic Ave
 62 / 140 / 19-20
 365 S. Bayview Ave
 62 / 140 / 11-12

Total Refund: 2018/2019 to 2024/2025 – Refund: **\$6,516.84** – AV: **13,420** going forward 2025/2026, 2026/2027, and 2027/2028.

62 / 140 / 19-20

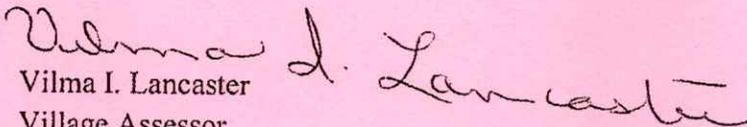
Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2018/19	0.0180	17,840	17,840	0	0.62296	\$0.00
2019/20	0.0172	17,840	17,840	0	0.62296	\$0.00
2020/21	0.0162	17,840	17,820	20	0.62296	\$12.46
2021/22	0.0151	17,840	16,610	1,230	0.62296	\$766.24
2022/23	0.0150	17,840	16,500	1,340	0.62296	\$834.77
2023/24	0.0130	17,840	14,300	3,540	0.61649	\$2,182.37
2024/25	0.0122	17,840	13,420	4,420	0.61561	\$2,721.00

Current MV 1,372,308 Settled MV \$1,100,000 Refund: \$6,516.84

Please note that no offer will be made on 62/140/11-12. The tax certiorari proceedings for the years above on lots 11-12 will be discontinued.

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2024 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

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


Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the firm Forchelli Deegan Terrana represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Somma Realty of NY Corp.
 365 A & B Atlantic Ave
 62 / 140 / 19-20
 365 S. Bayview Ave
 62 / 140 / 11-12

Total Refund: 2018/2019 to 2024/2025 – Refund: **\$6,516.84** – AV: **13,420** going forward 2025/2026, 2026/2027, and 2027/2028.

62 / 140 / 19-20

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2018/19	0.0180	17,840	17,840	0	0.62296	\$0.00
2019/20	0.0172	17,840	17,840	0	0.62296	\$0.00
2020/21	0.0162	17,840	17,820	20	0.62296	\$12.46
2021/22	0.0151	17,840	16,610	1,230	0.62296	\$766.24
2022/23	0.0150	17,840	16,500	1,340	0.62296	\$834.77
2023/24	0.0130	17,840	14,300	3,540	0.61649	\$2,182.37
2024/25	0.0122	17,840	13,420	4,420	0.61561	\$2,721.00

Current MV 1,372,308 Settled MV \$1,100,000 Refund: \$6,516.84

WHEREAS, no offer will be made on 62/140/11-12; the tax certiorari proceedings for the years above on lots 11-12 will be discontinued; and

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

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

NOW THEREFORE BE IT RESOLVED, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2018/2019 through the 2024/2025 Final Assessment Rolls and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$6,516.84.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: May 13, 2024
RE: Remove Exemptions from 2024/2025 Final Assessment Roll

Request a retro-active permission for the Assessor to remove from 2024/2025 Final Assessment Roll exemptions related to Veteran Owned Properties. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 102 / 789	656 Guy Lombardo Ave	41101 Veterans Eligible Funds	2023-41101-3050 2024-41101-3050	Property Sold 08/15/2023
62 / 057 / 6	100 Southside Ave	41121 Veterans Wartime / Non - Combat	2024 - 468	Property Sold 04/22/2024

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2023/2024 and/ or 2024/2025 corrected property tax bill.



Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2023/2024 and 2024/2025 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 102 / 789	656 Guy Lombardo Ave	41101 Veterans Eligible Funds	2023-41101-3050 2024-41101-3050	Property Sold 08/15/2023
62 / 057 / 6	100 Southside Ave	41121 Veterans Wartime / Non - Combat	2024 - 468	Property Sold 04/22/2024

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemptions be removed from the 2023/2024 and 2024/2025 Final Assessment Rolls as listed above; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2023/2024 and 2024/2025 Final Assessment Rolls and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: May 6, 2024

To: Mayor Robert T. Kennedy

From: Anthony Fiore, Acting Superintendent of Electric Utilities

Re: Consulting Services – Grove Climate Group, LLC

Attached is a consulting agreement for Grove Climate Group, LLC (Grove) to continue to provide federal consulting services related to climate and clean energy matters. The Village of Freeport is a member of the New York Association of Public Power (NYAPP). Grove will be providing advice on climate and clean energy concerns to NYAPP. The Village will be paying Grove directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. This is the first year that the Village will be paying this consultant directly.

Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve an environmental consulting contract with Grove Climate Group, LLC located at 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for a term of one year effective March 1, 2024 for the not to exceed cost of \$18,330.00. These services will be charged to E7852140 578100 (NYAPP). Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement.

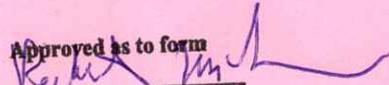


Digitally signed by
Anthony Fiore
DN: cn=Anthony Fiore,
o=Village of Freeport,
ou=Freeport Electric,
email=afiore@freeport
electric.com, c=US
Date: 2024.05.08
07:49:42 -04'00'

Anthony Fiore
Acting Superintendent of Electric Utilities

AF:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Acting Superintendent of Electric Utilities is requesting Board approval to enter into a Consulting Agreement to continue to provide federal consulting services related to climate and clean energy concerns to the New York Association of Public Power (NYAPP); and

WHEREAS, the Village of Freeport is a member of NYAPP; 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, Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters; and

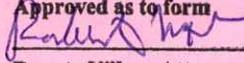
WHEREAS, Grove Climate Group, LLC, is an independent contractor ready, willing and able to provide services to the Village for a retroactive term from March 1, 2024 to February 28, 2025, for a not-to-exceed cost of \$18,330.00; and

WHEREAS, these services will be charged to E7852140 578100 (NYAPP); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a Consulting Agreement with Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for a retroactive term from March 1, 2024 to February 28, 2025, for a not-to-exceed cost of \$18,330.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

GROVE CLIMATE GROUP, LLC

MARCH 1, 2024 - FEBRUARY 28, 2025

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2024, 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 GROVE CLIMATE GROUP, LLC, with an office located at 104R NC Highway 54 Bypass #241, Carrboro, NC 27510 (hereinafter referred to as "GROVE"):

WITNESSETH:

WHEREAS, GROVE has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters;

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

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. *Contract.*

IVF hereby contracts with GROVE as an independent contractor, and GROVE hereby accepts contract based 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, 2024 and shall terminate on February 28, 2025 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. The IVF will compensate GROVE for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by GROVE under this Agreement, the IVF shall pay GROVE a fee not to exceed \$18,330.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

GROVE shall provide federal consulting services related to climate and clean energy matters for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

GROVE shall devote such time, attention and energies to the IVF as is required. GROVE 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, provided, however, that GROVE shall not disclose any information, IVF documents and/or other information given to or acquired by GROVE in the course of performing its duties.

6. *Expenses.*

GROVE is authorized to incur reasonable expenses related to GROVE's performance of the aforesaid duties. The IVF will reimburse GROVE for all reasonable expenses authorized by the IVF upon the presentation by GROVE, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. GROVE agrees to submit, on or before the first day of each month, an invoice for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

GROVE acknowledges and agrees that this contract shall not give or extend to GROVE 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 GROVE under the terms of this Agreement. Moreover, GROVE will hold the IVF harmless for any automobile liability that may occur on IVF property. GROVE further acknowledges and agrees that GROVE will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

If due to death, disability or illness, GROVE is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to GROVE.

9. *Assignment.*

This Agreement may not be assigned by GROVE 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 designated in writing by one party to the other):

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

GROVE CLIMATE GROUP, LLC
104R NC Highway 54 Bypass #241
Carrboro, NC 27510

11. *Confidentiality.*

GROVE will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Disclosure.*

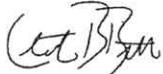
GROVE hereby affirmatively states that no elected official, officer or employee of IVF has any interest in GROVE.

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

GROVE CLIMATE GROUP, LLC

BY:  _____
CLINTON BRITT, PRESIDENT

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: May 15, 2024

To: Mayor Robert T. Kennedy

From: Anthony Fiore, Acting Superintendent of Electric Utilities

Re: Consulting Services – Continental Economics, Inc.

Attached is a consulting agreement for Continental Economics, Inc. (CE) to continue to provide economic consulting services related to the allowed return on equity (ROE) for ConEd's Schedule 10 and Schedule 19 transmission projects (Docket # ER23-2212-000) and other matters. The Village of Freeport is a member of the New York Association of Public Power (NYAPP). The Village will be paying CE directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. This is the first year that the Village will be paying this consultant directly.

Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve an economic consulting contract with Continental Economics, Inc., located at 16 Entranosa Lane, Edgewood, NM 87015, effective March 1, 2024 through February 28, 2025 for the not to exceed cost of \$7000.00. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. These services will be charged to E7852140 578100 (NYAPP).

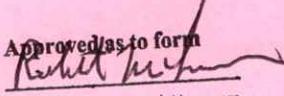
Digitally signed by
Anthony Fiore
DN: cn=Anthony Fiore,
o=Village of Freeport,
ou=Freeport Electric,
email=afiore@freeport
electric.com, c=US
Date: 2024.05.15


Anthony Fiore
Acting Superintendent of Electric Utilities

AF:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Acting Superintendent of Electric Utilities is requesting Board approval to enter into a Consulting Agreement to continue to provide economic consulting services related to the allowed return on equity (ROE) for ConEd's Schedule 10 and Schedule 19 transmission projects (Docket # ER23-2212-000) and other matters; and

WHEREAS, the Village of Freeport is a member of the New York Association of Public Power (NYAPP); 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, Continental Economics, Inc. (CE), 16 Entranosa Lane, Edgewood, New Mexico 87015, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular expert economic services for a wide range of energy-related matters; and

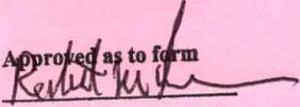
WHEREAS, CE is an independent contractor ready, willing and able to provide services to the Village for a retroactive term from March 1, 2024 to February 28, 2025, for a not-to-exceed cost of \$7,000; and

WHEREAS, these services will be charged to E7852140 578100 (NYAPP); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a Consulting Agreement with Continental Economics, Inc. (CE), 16 Entranosa Lane, Edgewood, New Mexico 87015, for a retroactive term from March 1, 2024 to February 28, 2025, for a not-to-exceed cost of \$7,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

CONTINENTAL ECONOMICS, INC.

MARCH 1, 2024 - FEBRUARY 28, 2025

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the 17th day of June, 2024, 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 CONTINENTAL ECONOMICS, INC., with an office located at 16 Entramosa Lane, Edgewood, New Mexico 87015 (hereinafter referred to as "CE"):

WITNESSETH:

WHEREAS, CE has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular expert economic services for a wide range of energy-related matters;

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

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. *Contract.*

IVF hereby contracts with CE as an independent contractor, and CE hereby accepts contract based 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, 2024 and shall terminate on February 28, 2025 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. The IVF will compensate CE for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by CE under this Agreement, the IVF shall pay CE a fee not to exceed \$7,000.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

CE shall provide expert economic assistance with ConEd Transmission Return on Equity proceeding and related matters for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

CE shall devote such time, attention and energies to the IVF as is required. CE 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, provided, however, that CE shall not disclose any information, IVF documents and/or other information given to or acquired by CE in the course of performing its duties.

6. *Expenses.*

CE is authorized to incur reasonable expenses related to CE's performance of the aforesaid duties. The IVF will reimburse CE for all reasonable expenses authorized by the IVF upon the presentation by CE, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. CE agrees to submit, on or before the first day of each month, an invoice for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

CE acknowledges and agrees that this contract shall not give or extend to CE 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 CE under the terms of this Agreement. Moreover, CE will hold the IVF harmless for any automobile liability that may occur on IVF property. CE further acknowledges and agrees that CE will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

If due to death, disability or illness, CE is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to CE.

9. *Assignment.*

This Agreement may not be assigned by CE 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 designated in writing by one party to the other):

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

CONTINENTAL ECONOMICS, INC.
16 Entranosa Lane
Edgewood, New Mexico 87015

11. *Confidentiality.*

CE will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Disclosure.*

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

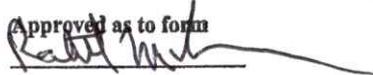
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

CONTINENTAL ECONOMICS, INC.

BY:  _____
JONATHAN LESSER, PRESIDENT

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 3, 2024
To: Mayor Robert T. Kennedy
From: Anthony Fiore, Acting Superintendent of Electric Utilities
Re: NYSDOT Utility Work Agreement – Contract #D265214
Drainage Enhancement Project, Nassau County

New York State is installing flood management pumps at the Merrick Road and Meadowbrook Parkway south bound entrance ramp. In order to facilitate this, the State has requested that Freeport Electric extend its electric grid from Mill Road to a point where its electrical contractor can install an electrical service to provide power to the project. The cost for this extension is to be covered by New York State. Once the Freeport grid is extended to the entrance ramp, it will be treated as a standard commercial service and covered under our tariff for electric.

The Electric Department has provided New York State with a budgetary estimate of \$65,000.00 for the extension of the grid from the intersection of Mill Road and East Merrick Road to the south bound entrance of the Meadowbrook Parkway at Merrick Road. Underground conduits and associated underground infrastructure from the new pole to the transformer location will be installed by others and not included in this cost.

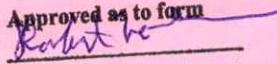
Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Board approve the New York State Department of Transportation Utility Work Agreement - Contract #D265214 amounting to \$65,000.00 payable to the Electric Department for the extension of the electric grid from the intersection of Mill Road and East Merrick Road to the south bound entrance of the Meadowbrook Parkway at Merrick Road. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement.


Anthony Fiore
Acting Superintendent of Electric Utilities

Digitally signed by
Anthony Fiore
DN: cn=Anthony Fiore,
o=Village of Freeport,
ou=Freeport Electric,
email=afiore@freeport
electric.com, c=US
Date: 2024.05.08
07:50:18 -04'00'

AF:db

Cc Howard Colton, Village Attorney
Taylor D'Orta, Buyer

Approved as to form

Deputy Village Attorney

Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Alvin McDaniel, Comptroller

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

WHEREAS, the Acting Superintendent of Electric Utilities is requesting Board approval to enter into the New York State Department of Transportation Utility Work Agreement - Contract #D265214 for the installation of flood management pumps at the Merrick Road and Meadowbrook Parkway south bound entrance ramp; and

WHEREAS, in order to facilitate this, the State has requested that Freeport Electric extend its electric grid from Mill Road to a point where its electrical contractor can install an electrical service to provide power to the project; and

WHEREAS, the cost for this extension is to be covered by New York State; and

WHEREAS, once the Freeport grid is extended to the entrance ramp, it will be treated as a standard commercial service and covered under our tariff for electric; and

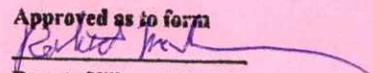
WHEREAS, the Electric Department has provided New York State with a budgetary estimate of \$65,000.00 for the extension of the grid from the intersection of Mill Road and East Merrick Road to the south bound entrance of the Meadowbrook Parkway at Merrick Road; and

WHEREAS, underground conduits and associated underground infrastructure from the new pole to the transformer location will be installed by others and not included in this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorize to sign any documentation necessary to enter into the New York State Department of Transportation Utility Work Agreement - Contract #D265214 for the installation of flood management pumps at the Merrick Road and Meadowbrook Parkway south bound entrance ramp for an estimated cost of \$65,000.00 payable to Freeport Electric.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. #5A
UTILITY WORK AGREEMENT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 0810.38	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Nassau
Contract No.: D265214	

Project Description: Drainage Enhancements Project, Multiple Locations, Nassau County

necessitates the adjustment of utility facilities as hereinafter described, the owner, Freeport Electric, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

- I. **Existing Facilities** (describe type, size, capacity, location, etc.) include existing overhead communication facilities throughout the entire length of the project presently located on State and Local Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows: It is anticipated that Freeport Electric will install new poles and extending overhead facilities to the pump station. Freeport Electric will also add poles and overhead wiring along E Merrick Rd. for an estimated cost of \$65,000.00.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement when required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows:
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$_____ to cover the cost of the betterment as described above.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

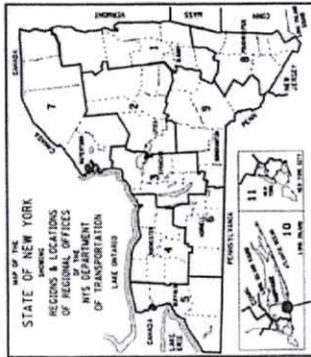
The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.



Department of Transportation

DRAINAGE ENHANCEMENT PROJECT VARIOUS LOCATIONS TOWN OF HEMPSTEAD NASSAU COUNTY



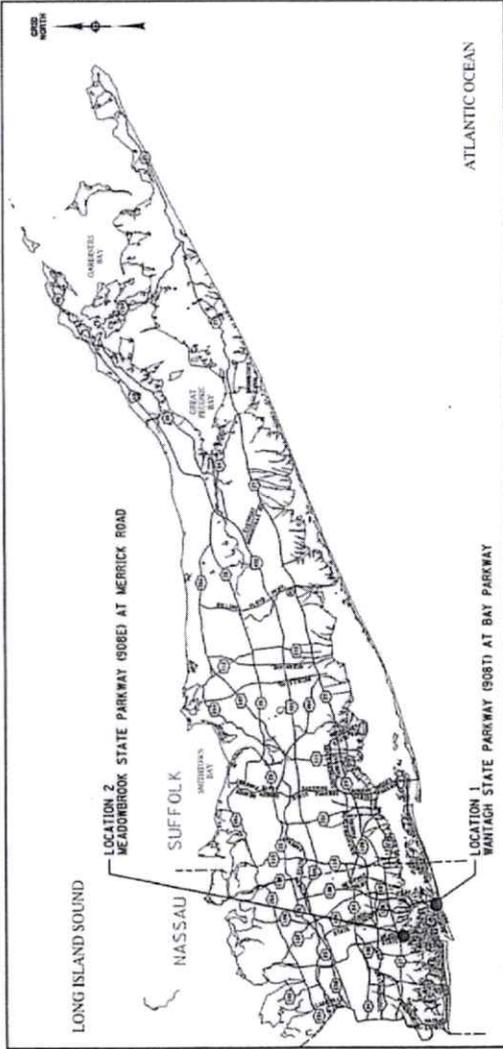
SITE OF WORK: TOWN OF HEMPSTEAD, NASSAU COUNTY

AS BUILT DATA

CONTRACTOR'S NAME	_____
AWARD DATE	_____
COMPLETION DATE	_____
FINAL ACCEPTANCE DATE	_____
REGIONAL DIRECTOR	_____
ENGINEER IN CHARGE	_____
FINAL COST TOTAL	_____
FISCAL SHARE	_____
COSTID	_____



D265214 F.A. PROJECT MASSAU COUNTY



PROJECT LOCATION
THE PROJECT IS LOCATED AT THE TOWN OF HEMPSTEAD IN MASSAU COUNTY,
THE WORK CONSISTS OF DRAINAGE IMPROVEMENTS AT WANTAGH STATE PARKWAY AT BAY PARKWAY AND HEADBROOK STATE PARKWAY AT MERRICK ROAD.

RECOMMENDED BY *M. J. PANDI*
DATE *12/18/2023*
REGIONAL CONSTRUCTION ENGINEER
L. MURPHY, P.E.

RECOMMENDED BY *M. J. PANDI*
DATE *12/18/2023*
REGIONAL TRANSPORTATION MAINTENANCE ENGINEER
M. KAMELI, P.E.

RECOMMENDED BY *M. J. PANDI*
DATE *12/18/2023*
REGIONAL TRAFFIC ENGINEER
M. T. YUANGORAN, P.E.

RECOMMENDED BY *M. J. PANDI*
DATE *12/18/2023*
REGIONAL PLANNING & PROGRAM MANAGER
G. MURRELLI, P.E.

RECOMMENDED BY *M. J. PANDI*
DATE *12/18/2023*
REGIONAL RIGHT OF WAY ENGINEER
M. LIBRIZZI

THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE DEPARTMENT, WHICH ARE LISTED ON THE PROJECT PROGRAM/PHYSICAL DESIGN REPORT APPROVED ON CONTRACT COVER, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED IN THE COURSE OF CONSTRUCTION SHALL BE CONSIDERED TO BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AS CUSTOMARILY REFERENCED IN THE CONTRACT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTAINED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE STANDARD SPECIFICATIONS AS CUSTOMARILY REFERENCED IN THE CONTRACT PROJECT PROGRAM, EXCEPT AS MODIFIED BY THESE PLANS OR BY CHANGES SET FORTH IN THE CONTRACT PROJECT PROGRAM.

CONTRACT PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH NYSDOT POLICIES AND THE INITIAL PROJECT PROGRAM/PHYSICAL DESIGN REPORT APPROVED ON 12/16/2023.

FEATURES OF THE HIGHWAY WILL BE MAINTAINED AS INDICATED IN THE TABLE OF MAINTENANCE JURISDICTION SHOWN ON DRAWING MAT-01.

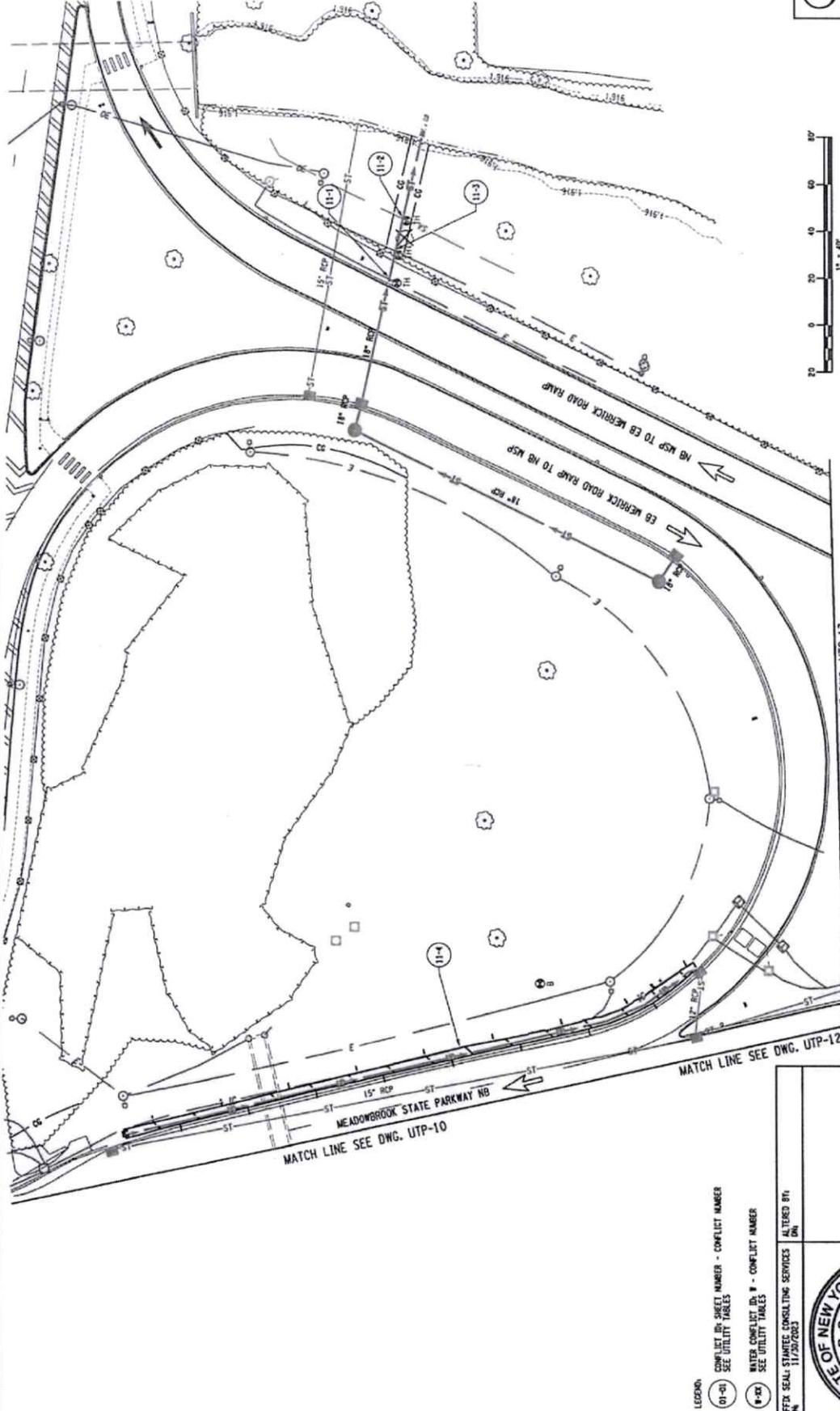
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
APPROVED *December 19 2023*
RICHARD B. CAUSIN, P.E. REGIONAL DIRECTOR

[Signature]
STATISTICAL CONSULTING SERVICES INC.
JAMES J. STATISTICAL
1000 W. 10TH ST.
PREPARED SHEETS: 1-5, 7-12, 14, 16-26, 28-40, 50-56, 65-70, 73-80
85-92, 101-109, 114-116

[Signature]
L. J. ENGINEERING AND LAND SURVEYING, P.C.
12111 L. CAPRA, P.O.
MYS. LICENSE NO. 084179
PREPARED SHEETS: 1-5, 7-12, 14, 16-26, 28-40, 51-54, 11-78, 81, 83-85
93-100, 110-113

[Signature]
MVAOR ENGINEERING, LLC
STEPHEN C. MURPHY, P.E.
PREPARED SHEETS: 82

DRAINAGE ENHANCEMENT PROJECT	
VARIOUS LOCATIONS	
SHP# 9502, 9503, 9511	
TOWNS: HEMPSTEAD	
COUNTY: NASSAU	
FED. ROAD REG. NO.	STATE
1	N.Y.
CAPITAL PROJECT IDENTIFICATION NO.	081028
CHECK ON SHEET NO. 2	



Stantec
 CONTRACT NUMBER: D065214
 DRAWING NO.: UTP-11
 SHEET NO.: 132
 Department of Transportation

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED
 UTILITY PLANS
 LOCATION - MEADOWBROOK STATE PARKWAY
 UNDER MERRICK ROAD

BRIDGES
 PER CHILDR

DRAINAGE ENHANCEMENT PROJECT
 MEADOWBROOK STATE PARKWAY UNDER MERRICK ROAD
 WANTHAH STATE PARKWAY UNDER BAY PARKWAY ROAD
 TOWN OF HEMPSTEAD
 COUNTY, MASSACHUSETTS

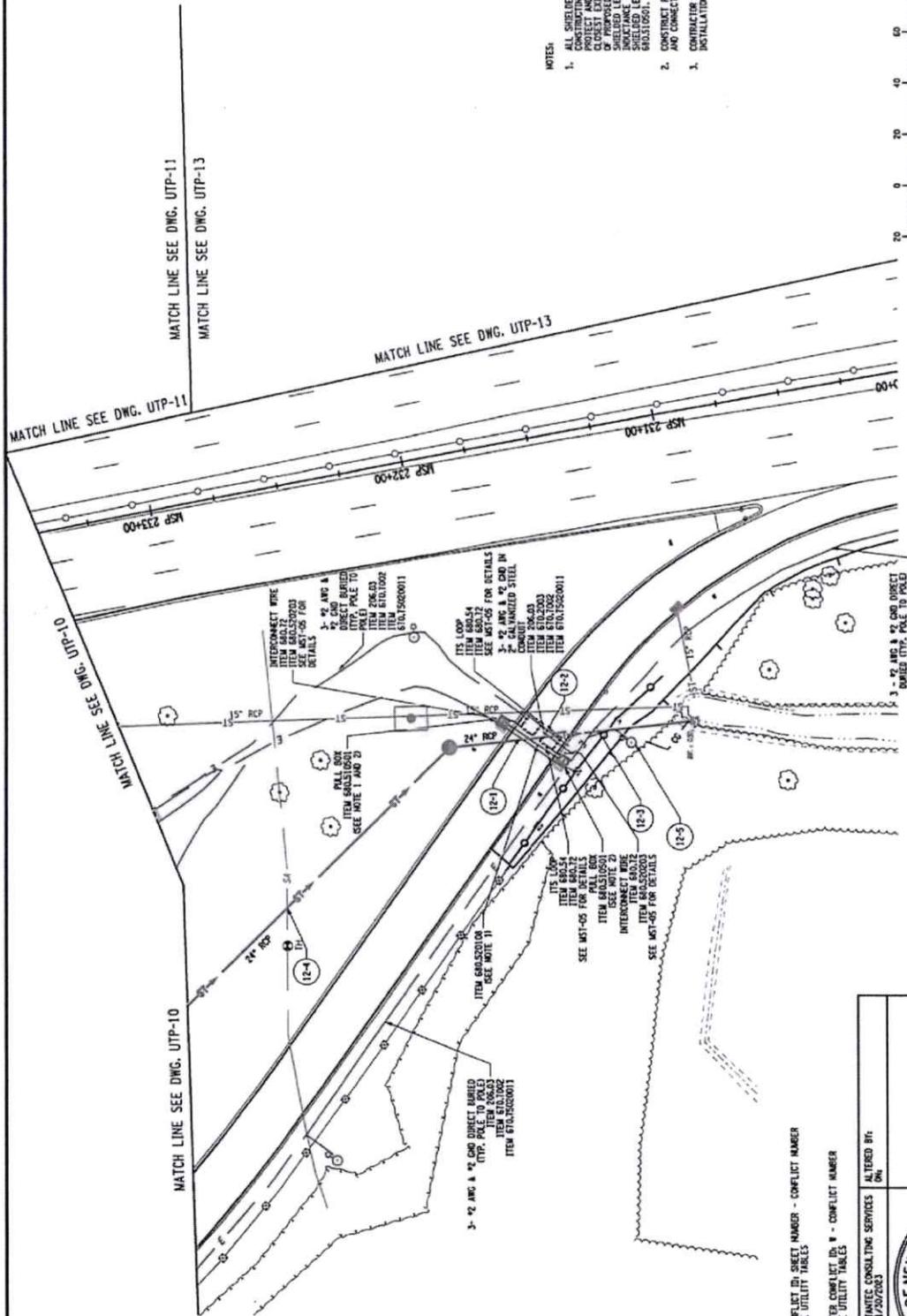
REGION 10
 REGIONAL ENGINEER
 REGIONAL SUPERVISOR
 REGIONAL DESIGNER
 REGIONAL CHECKER

AS-BUILT NOTATIONS
 DESCRIPTION OF ALTERATIONS
 IT IS THE POLICY OF STANTEC THAT ANY CHANGES TO THE ORIGINAL DESIGN SHALL BE INDICATED BY A DASHED LINE AND A NOTE. ANY CHANGES TO THE ORIGINAL DESIGN SHALL BE INDICATED BY A DASHED LINE AND A NOTE. ANY CHANGES TO THE ORIGINAL DESIGN SHALL BE INDICATED BY A DASHED LINE AND A NOTE.

STATE OF NEW YORK PROFESSIONAL ENGINEER
 JUNO P. GARCIA
 089861
 DESIGN SUPERVISOR S. BERTOS, P.E.
 JOB MANAGER C. COOKMAN, P.E.
 DESIGNER Y. KELLY, P.E.
 CHECKER J. GARCIA, P.E.
 DRAWING STAMPER
 PROJECT SUPERVISOR J. FOMAL, P.E.
 REGION 10
 PROJECT MANAGER J. FOMAL, P.E.

- LEGEND:**
- 01-01 CONFLICT ID: SHEET NUMBER - CONFLICT NUMBER
SEE UTILITY TABLES
 - 01-02 CONFLICT ID: # - CONFLICT NUMBER
SEE UTILITY TABLES
 - 01-03 EFFECT SEAL - STANTEC CONSULTING SERVICES ALTERED BY: 11/20/2023

FILE NAME: I:\1\2023\06\06\plot sheet\11\081828.cpl\11\081828.dwg
 USER: VA
 DATE/TIME: 12/16/2023 11:20:23



- NOTES:
1. ALL SHIELDED LEAD-IN CABLE TO BE RE-USED, WHEN AVAILABLE. IF NOT AVAILABLE, THE CONTRACTOR SHALL PROVIDE NEW SHIELDED LEAD-IN CABLES TO THE CLOSEST EXISTING PULL BOX TO REMAIN. ONCE INSTALLATION IS COMPLETE, ALL SHIELDED LEAD-IN CABLES SHALL BE PROTECTED BY SHIELDABLE LEAD-IN CABLES AND CONNECTED TO EXISTING SHIELDABLE LEAD-IN CABLES. PROTECTION AND RE-USE OF SHIELDED LEAD-IN CABLE TO BE PAID FOR UNDER ITEM 610.120000.
 2. CONTRACTOR PROPOSED PULL BOXES AT EXISTING LOCATIONS AND CORRECT EXISTING CONDUIT TO FORWARD.
 3. CONTRACTOR TO TEST ALL PROPOSED LOOPS AFTER INSTALLATION.



Slantec
 CONTRACT NUMBER: D265214
 DRAWING NO. UTP-12
 SHEET NO. 133

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED
 UTILITY PLANS
 LOCATION 2 - MEADOWBROOK STATE PARKWAY
 UNDER WERRICK ROAD

CONTRACTOR TO TEST ALL PROPOSED LOOPS AFTER INSTALLATION.

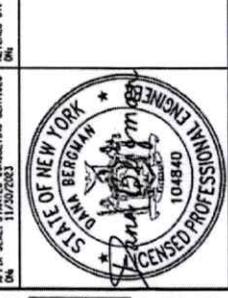
DRAINAGE ENHANCEMENT PROJECT
 MEADOWBROOK STATE PARKWAY UNDER WERRICK ROAD
 WARRAH STATE PARKWAY NORTH UNDER BAY PARKWAY OVERD
 TOWN OF HEMPSTEAD
 COUNTY, MASSACHUSETTS

PER ORDER
 REGION 10

AS-BUILT REVISIONS
 DESCRIPTION OF ALTERATIONS:

IT IS A NEW ITEM WE CAN USE FOR ANY PURPOSE UNLESS THEY ARE LISTED AS-BUILT REVISIONS. THE CONTRACTOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

LEGEND:
 (01-01) CONFLICT ID: SHEET NUMBER - CONFLICT NUMBER
 SEE UTILITY TABLES
 (9-00) WATER CONFLICT ID: # - CONFLICT NUMBER
 SEE UTILITY TABLES
 (01-01) SEE UTILITY TABLES
 (9-00) WATER CONFLICT ID: # - CONFLICT NUMBER
 SEE UTILITY TABLES
 (01-01) SEE UTILITY TABLES
 (9-00) WATER CONFLICT ID: # - CONFLICT NUMBER
 SEE UTILITY TABLES



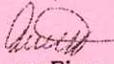
DESIGN SUPERVISOR S. BRITTS, P.E. JOB MANAGER C. COOKAN, P.E. DESIGN A. PAVICCI CHECK D. BERGMAN, P.E. DRAFTER STAMITEC PROJECT MANAGER J. FOMAL, P.E. REGION 10

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 9, 2024
To: Mayor Robert T. Kennedy
From: Anthony Fiore, Acting Superintendent of Electric Utilities
Re: NYS Division of Homeland Security & Emergency Services Grant
Delinea Password Management Software Subscription

The New York State Division of Homeland Security and Emergency Services (DHSES) awarded the Village of Freeport a grant of \$50,000.00 to conduct network penetration and remediation planning as well as implement security measures that will improve our network posture. The first phase was to perform a vulnerability test (Pen Test), the second phase is needed to correct any vulnerabilities uncovered in the test. The third phase is to implement technologies that will improve the Village's security posture. Delinea has a product that will protect our privileged network accounts with an enterprise-grade Privileged Access Management (PAM) solution. This solution will enforce multifactor authentication and mitigate any potential password threats within our network.

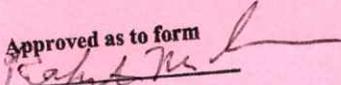
Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the purchase of Delinea Privileged Access Management solution subscription through regional reseller CDW-G, 75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515 for the amount of \$13,440.00, effective from June 1, 2024 to May 31, 2025. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. The cost for the subscription will be reimbursed through the DHSES grant. This service will be used for and benefit the municipal network.


Digitally signed by
Anthony Fiore
DN: cn=Anthony Fiore,
o=Village of Freeport,
ou=Freeport Electric,
email=afiore@freeportelectric.com, c=US
Date: 2024.05.10
07:45:57 -0400
Anthony Fiore
Acting Superintendent of Electric Utilities

AF:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) awarded the Village of Freeport a grant of \$50,000.00 to conduct network penetration and remediation planning as well as implement security measures that will improve the Village's network posture; and

WHEREAS, Delinea has a product that will protect the Village's privileged network accounts with an enterprise-grade Privileged Access Management (PAM) solution, and this solution will enforce multifactor authentication and mitigate any potential password threats within our network; and

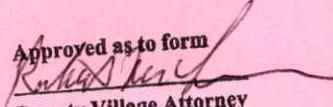
WHEREAS, the Acting Superintendent of Electric Utilities is requesting Board approval for the purchase of Delinea Privileged Access Management solution subscription through regional reseller CDW-G, 75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515, for the amount of \$13,440.00, effective from June 1, 2024 to May 31, 2025; and

WHEREAS, the cost for the subscription will be reimbursed through the DHSES grant; and

NOW, THEREFORE, BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any and all documentation necessary to approve the purchase of Delinea Privileged Access Management solution subscription through regional reseller CDW-G, 75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515, for the amount of \$13,440.00, effective from June 1, 2024 to May 31, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

FRANK PRISCIANDARO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWGQ309	4/29/2024	DELINEA	0371489	\$13,440.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>DELINEA SSC RMT QUICKSTART PKGR SVC</u> Mfg. Part#: SS-PSVCS-XSSC-X1 Electronic distribution - NO MEDIA	1	7907927	\$6,600.00	\$6,600.00
<u>DELINEA SSC PLATINUM+STD SUP 1Y T1</u> Mfg. Part#: SSCPL-1UT1-SAAS-SS Electronic distribution - NO MEDIA	6	6734675	\$1,140.00	\$6,840.00

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$13,440.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$13,440.00

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
 INCORPORATED VILLAGE OF FREEPORT
 ACCTS. PAYABLE
 46 N OCEAN AVE
 FREEPORT, NY 11520-3094
Phone: (516) 378-4000
Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:
 INCORPORATED VILLAGE OF FREEPORT
 FRANK PRISCIANDARO
 46 N OCEAN AVE
 FREEPORT, NY 11520-3094
Phone: (516) 378-4000
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



Sales Contact Info

Donny Knittel | (866) 806-5190 | donny.knittel@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$13,440.00	\$389.89/Month	\$13,440.00	\$444.60/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager.



Pricing Proposal

Quotation #:	24789025
Description:	Delinea Professional Services; Delinea SSC
Created On:	Apr-29-2024
Valid Until:	May-01-2024

NY-Village of Freeport

Account Executive - SLED

Frank Prisciandaro
 46 NORTH OCEAN AVENUE
 Freeport, NY 11520
 United States
 Phone: 516.377.2490
 Fax:
 Email: fprisciandaro@freeportny.gov

Kevin Gordon
 300 Davidson Drive
 Somerset, NJ 08873
 Phone: 800.477.6479
 Fax:
 Email: kevin_gordon@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Delinea Professional Services - Secret Server Cloud - Remote - Xcelerate Quick Start Packaged Services. Pre-paid. No refunds. Contract expires 3-months after purchase. Delinea - Part#: SS-PSVCSXSSC-X1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Contract Discount %: Extended Discount %: MSRP: ESD	1	\$7,058.82	\$7,058.82
2 Delinea SSC - Platinum Edition - Tier 1 (10-24 Users) - SaaS - 1 Year Standard Support Delinea - Part#: SSCPL1UT1SaaS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Contract Discount %: Extended Discount %: MSRP: ESD	6	\$1,336.16	\$8,016.96
		Total	\$15,075.78

Additional Comments

Your Omnia Partners Contract Participant ID Number:

[SHI OMNIA Partners Contract](#)

[OMNIA Partners Home Page](#)

[National IPA is Now OMNIA Partners](#)

[US Communities Is Now OMNIA Partners](#)

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Delinea

Quote Number Q-307894
 Quote Valid Through 5/1/2024
 Payment Terms Net 30

Delinea Inc. (Thycotic Software, LLC, has merged into Delinea Inc. effective July 1, 2023. All Purchase Orders must be issued to Delinea Inc.)

Contract Commencement
 Contract Conclusion

221 Main St Suite 1300
 San Francisco, CA 94105 US

Contact Name Frank Prisciandaro
 Phone 516-377-2490
 Email fprisciandaro@freeportny.gov

Prepared By Sarah Walton
 Phone (301) 509-4741
 Email sarah.walton@delinea.com

Bill To VOF
 15 Broadway
 Freeport, NY 11520
 United States

Ship To VOF
 , NY 11520
 United States

Please be sure to include this quote number, Q-307894, on your purchase order or any related correspondence.

Services								
#	Part Number	Description	Qty	Start Date	End Date	List Unit	Net Unit	Net Total
1	SS-PSVCS-XSSC-PLAT	Professional Services - Secret Server Cloud - Platinum/Enterprise Edition - Remote - Xcelerate Packaged Services. Pre-paid. No refunds. Contract expires 6-months after purchase.	1			USD 21,750.00	USD 21,750.00	USD 21,750.00
Services TOTAL†:								USD 21,750.00

Subscriptions & Support								
#	Part Number	Description	Qty	Start Date	End Date	List Unit	Net Unit	Net Total
2	SSCPL-1UT1-SaaS-SS	Secret Server Cloud - Subscription License - Platinum T1-SaaS Standard Support	5		12 mos.	USD 1,474.98	USD 1,474.98	USD 7,374.90
Subscriptions & Support TOTAL†:								USD 7,374.90

Discount Summary

	List:	Discount:	Net Total:
Subscription List Total:	\$ 7,374.90	Subscription Discount:	\$ 0.00
PS List Total:	\$ 21,750.00	PS Discount:	\$ 0.00
Total:	\$ 29,124.90	Total Discount:	\$ 0.00
Subscription Net Total:	\$ 7,374.90	PS Net Total:	\$ 21,750.00
Total:	\$ 29,124.90	Total:	\$ 29,124.90

I am authorized to approve this purchase on behalf of _____.

LICENSEE

Delinea Inc.

Signature

Signature

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

***** Completion Required *****

Accounting Department Email: _____

Is a Customer Purchase Order Required for Purchase or payment (ie customer has a No PO, No Payment policy)? _____ Yes, or _____ No
(Check one)

If "Yes" above, specify the Purchase Order Number: _____ (and attach the Purchase Order)

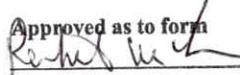
If it is the customer's business practice to issue a purchase order (PO), customer will issue a PO before this order will be fulfilled. The PO must reference this quote number. Regardless of whether a customer issues a PO, customer acknowledges and agrees that its acceptance of this quote constitutes a legally binding obligation to pay the applicable fees for all committed items as specified by the terms herein, subject to all terms and conditions hereof, and that and in the event of any conflict between any terms and conditions of the customer's PO and this quote, this quote will control.

All customer purchase orders must be issued in the name of Delinea Inc. Effective July 1,2023, Thycotic Software,LLC, a wholly owned subsidiary of Delinea Inc., was merged into its parent company Delinea Inc. Executed agreements with Thycotic Software,LLC have transferred to Delinea Inc. by operation of law and are still in effect. For assistance with migration from Thycotic Software LLC to Delinea Inc, please reach out to AR_onboarding@delinea.com.

Applicable Contract Terms:

This quote is subject to the Delinea Master Subscription and License Agreement (MSLA) as posted at <https://delinea.com/MSLA> on the effective date of the quote, except to the extent Customer has a separate mutually executed agreement covering the subject matter of this quote signed with Delinea Inc., in which case the mutually executed agreement governs.

Approved as to form


Deputy Village Attorney

Order Terms & Conditions:

Payment: Net 30 Days from invoice date

All prices herein exclude any applicable taxes, which will be calculated and included separately on the invoice. If you are tax exempt, please ensure you have provided the appropriate tax-exempt documents to Delinea.

The software/ services will commence on the date defined in the License Key Issuance Letter sent to Customer by Delinea Inc.

Pricing and discounting are subject to change based on any change in the quantity, product, term length or amount of the renewal.

All amounts are due upon software / services commencement, unless other invoicing terms are defined above. All payments are due and payable from the invoice date in accordance with the payment terms of the quote or applicable license agreement.

Maintenance fees for perpetual licenses are payable in advance of the maintenance period.

As applicable Maintenance and or Subscription fees will be subject to uplift at renewal.

Please email your purchase document to orders@delinea.com.



Pricing Proposal

Quotation #:	24789025
Description:	Delinea Professional Services; Delinea SSC
Created On:	Apr-29-2024
Valid Until:	May-01-2024

NY-Village of Freeport

Frank Prisciandaro
 46 NORTH OCEAN AVENUE
 Freeport, NY 11520
 United States
 Phone: 516.377.2490
 Fax:
 Email: fprisciandaro@freeportny.gov

Account Executive - SLED

Kevin Gordon
 300 Davidson Drive
 Somerset, NJ 08873
 Phone: 800.477.6479
 Fax:
 Email: kevin_gordon@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Delinea Professional Services - Secret Server Cloud - Remote - Xcelerate I Quick Start Packaged Services. Pre-paid. No refunds. Contract expires 3-months after purchase. Delinea - Part#: SS-PSVCSXSSC-X1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Contract Discount %: Extended Discount %: MSRP: ESD	1	\$7,058.82	\$7,058.82
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		Total	\$15,075.78

Additional Comments

Your Omnia Partners Contract Participant ID Number:

[SHI OMNIA Partners Contract](#)

[OMNIA Partners Home Page](#)

[National IPA is Now OMNIA Partners](#)

[US Communities Is Now OMNIA Partners](#)

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

FREEPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

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

May 15, 2024

**To: Mayor Robert T. Kennedy
Board of Trustees**

Re: Emergency Responder Products | 911ERP

Pursuant to the Board Directive of February 26, 2024 (see attached) a contract of \$ 19,500.00 was approved for Emergency Responder Products | 911ERP to provide Fire Department uniforms and accessories through February 28, 2025.

This vendor has provided exceptional services during our dealings with them in providing uniforms and accessories. They have always proven to be very accommodating in meeting our Department's needs. Furthermore, their location is much more conducive for our Volunteer Firefighters to travel to.

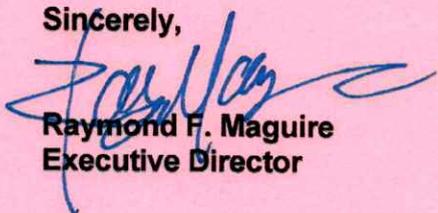
As you are aware we have had an influx of New Firefighters. Therefore we are closing in on the contract amount of \$19,500.00. We ask that you consider increasing the contract for the period March 1, 2024 - February 28, 2025 to \$ 22,500.00, an increase of \$3,000.00.

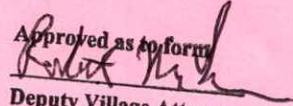
**Emergency Responder Products | 911ERP
175 Bethpage Sweet Hollow Rd
Old Bethpage, NY 11804**

**The funding for this contract will be executed as follows:
\$ 22,500.00 - A341002 520600 Uniforms and A341004 541400 Safety Gear**

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

Sincerely,


**Raymond F. Maguire
Executive Director**


**Approved as to form
Deputy Village Attorney**

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

WHEREAS, on February 26, 2024, the Board approved the contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2024 through February 28, 2025; and

WHEREAS, this vendor has provided exceptional services for the Department with providing them uniforms and accessories; and

WHEREAS, the Fire Department had an influx of new firefighters; and

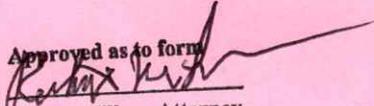
WHEREAS, the Executive Director of the Fire Department is requesting Board approval to increase the contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for a retroactive term from March 1, 2024 through February 28, 2025 to \$22,500.00, an increase of \$3,000.00; and

WHEREAS, funding for this contract will be from budget lines A341002 520600 Uniforms and A341004 541400 Safety Gear; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract increase with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for a retroactive term from March 1, 2024 through February 28, 2025, in the amount from \$19,500.00 to \$22,500.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	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: Raymond F, Maguire, Executive Director, FFD February 29, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 26, 2024:

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

WHEREAS, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

WHEREAS, on February 6, 2023, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for a not to exceed amount of \$19,500.00 for a term running from March 1, 2023 through February 29, 2024; and

WHEREAS, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

WHEREAS, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2024 through February 28, 2025 for an amount not to exceed \$19,500.00, with no increase in price; and

WHEREAS, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Not Present
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

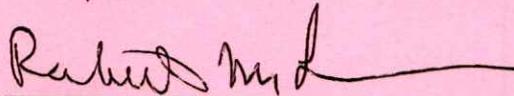
cc:

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

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: May 14, 2024
Re: Request from Freeport Exempts Association for use of Village tow truck

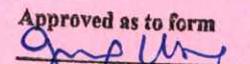
Enclosed please find a request from the Freeport Fire Department Exempts Association requesting use of a village tow vehicle for transport of the Freeport Fire Department antique fire apparatus Jumbo to parades and musters of the 2024 season. The Village of Freeport Garage has no objection to this request.

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



Howard E. Colton
Village Attorney

By: Robert McLaughlin
Deputy Village Attorney

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village Attorney's Office is requesting Board approval for the Freeport Exempts Fireman's Association the use of a village tow vehicle for transport of the Freeport Fire Department antique fire apparatus "Jumbo" to parades and musters of the 2024 season; and

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

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

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

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

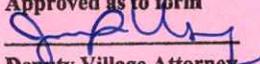
1. Nassau County Parade, Valley Stream
Departure: June 22, 2024
Return: June 22, 2024
2. Second Battalion Parade, Island Park
Departure: August 10, 2024
Return: August 10, 2024
3. Muster, Cradle of Aviation Museum, Garden City
Departure: September 28, 2024
Return: September 28, 2024
4. Muster, Suffolk County Fire Museum, Islip
Departure: October 5, 2024
Return: October 5, 2024

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

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

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

FREEPORT EXEMPT FIREMEN'S ASSOCIATION

9 N. Long Beach Avenue
Freeport, New York 11520

May 1, 2024

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

Re: Use of Village Tow Vehicle

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

1. **Nassau County Parade, Valley Stream**
Departure: June 22, 2024
Return: June 22, 2024
2. **Second Battalion Parade, Island Park**
Departure: August 10, 2024
Return: August 10, 2024
3. **Muster, Cradle of Aviation Museum, Garden City**
Departure: September 28, 2024
Return: September 28, 2024
4. **Muster, Suffolk County Fire Museum, Islip**
Departure: October 5, 2024
Return: October 5, 2024

Thank you for your consideration in advance.

Sincerely,



George Schmittzeh
President

VILLAGE OF FREEPORT
INTERDEPARTMENT CORRESPONDENCE

To: Mayor Robert Kennedy
From: Kathleen Murray
Date: May 2, 2024
Re: NY-DHSES: Volunteer Fire Infrastructure and Response Equipment Grant (Revised)

Permission is requested to retroactively authorize the approval of funding request to the NYS Department of Homeland Security and Emergency Service's Volunteer Fire Infrastructure and Response Equipment Grant Program in the amount of \$480,740 for the purchase of 65 All Band Portable Radios. The radios currently in use are near the end-of-life. The Fire Department needs 125 radios, so this grant would only fund a portion of what is needed. Plans are not yet developed for funding the purchase of the remainder of the radios.

Therefore I request the Board adopt the following resolution:

WHEREAS, the Village is submitting a NYDHSES Volunteer Fire Infrastructure and Response Equipment Grant proposal in the amount of \$480,740 to acquire 65 All Band Portable Radios; and

WHEREAS, the Village will not pay a match to the grant; and

WHEREAS, the deadline to apply to this program was, April 30, 2024;

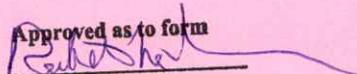
NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees for the Incorporated Village of Freeport hereby determines that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to grant funding; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized to submit an application to NYS Department of Homeland Security and Emergency Services and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, its governing body, in all matters related to the Project.



Kathleen Murray

cc: Ray Maguire
Robert Fisenne

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Grants Administrator is requesting for the Board to retroactively authorize the approval of funding request to the New York State Department of Homeland Security and Emergency Service's (NYDHSES) Volunteer Fire Infrastructure and Response Equipment Grant Program for the purchase of All Band Portable Radios; and

WHEREAS, the Village is submitting a NYDHSES Volunteer Fire Infrastructure and Response Equipment Grant proposal in the amount of \$480,740 to acquire sixty-five (65) All Band Portable Radios; and

WHEREAS, the Village will not pay a match to the grant; and

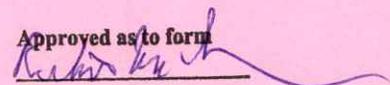
WHEREAS, the deadline to apply to this program was April 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees for the Incorporated Village of Freeport hereby determines that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to grant funding; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized to submit an application to NYS Department of Homeland Security and Emergency Services and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, its governing body, in all matters related to the Project retroactive to April 30, 2024.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	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: May 10, 2024

RE: 2024 ANNUAL ASPHALT PAVING CONTRACT

At the Village Board of Trustees meeting on February 26, 2024, the referenced requirements contract was awarded to Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00 for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable.

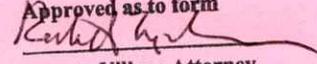
As this is a requirements contract, we were able to use the bid items to rehabilitate the basketball courts in North East Park for a total cost of \$197,690.19. This improvement was not anticipated when the Contract was bid and therefore the Village will need to increase the total contract value. Funding for this the rehabilitation for the basketball courts at North East Park will come out of a capital account that was set up for improvements to Village Parks (H719702 522170). This improvement is fully reimbursable through The Village of Freeport Community Development Agency.

Accordingly, it is recommended that the contract “**2024 ANNUAL ASPHALT PAVING CONTRACT**” be retroactively increased from \$145,050.00 to \$300,000.00.



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

Encl.
c.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 26, 2024, the Board awarded the bid for the “2024 Annual Asphalt Paving Contract” to Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00 for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable; and

WHEREAS, as this is a requirements contract, the Village was able to use the bid items to rehabilitate the basketball courts in North East Park for a total cost of \$197,690.19; and

WHEREAS, this improvement was not anticipated when the Contract was bid; and

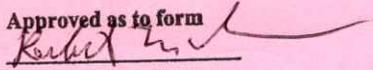
WHEREAS, therefore, the Superintendent of Public Works is requesting Board approval to increase the total contract value with Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York 11791, from \$145,050.00 to \$300,000.00 for a retroactive term from March 1, 2024, to February 28, 2025, with an option for two (2) one-year extensions if mutually acceptable; and

WHEREAS, funding for the rehabilitation for the basketball courts at North East Park will come out of a capital account that was set up for improvements to Village Parks (H719702 522170); this improvement is fully reimbursable through the Village of Freeport Community Development Agency; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to increase the contract for the “2024 Annual Asphalt Paving Contract” with Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount from \$145,050.00 to \$300,000.00 for a retroactive term from March 1, 2024, to February 28, 2025, with an option for two (2) one-year extensions if mutually acceptable.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	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: Robert R. Fisenne, Superintendent of Public Works February 29, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 26, 2024:

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

WHEREAS, on January 8, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Annual Asphalt Paving Contract”; and

WHEREAS, eighteen (18) bids were distributed and seven (7) bids were received on January 30, 2024, for the referenced requirements contract; and

WHEREAS, the bids range from a high bid of \$714,875.00 to a low bid of \$145,050.00; and

WHEREAS, the lowest bidder was submitted by Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable; and

WHEREAS, the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2024 Annual Asphalt Paving Contract to Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00 for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Not Present
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

H 719702 522170

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: Ismaela M. Hernandez, Village Treasurer February 29, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 26, 2024:

Trustee Squeri offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED FEBRUARY 26, 2024, AUTHORIZING THE CONSTRUCTION OF PLAYGROUND IMPROVEMENTS AT VARIOUS PARKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$288,750, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$288,750 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to construct playground improvements at various parks. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$288,750 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds or notes of the Village in the principal amount of not to exceed \$288,750 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

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

Section 2. Bonds of the Village in the principal amount of not to exceed \$288,750 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both

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

principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and Section 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Village Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in "*Freeport Herald Leader*," a newspaper having a general circulation within said Village and hereby designated the official newspaper of the Village for such publication, and posted in at least six (6) public places and in each polling place in the Village, a Notice in substantially the following form:

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

VILLAGE OF FREEPORT, NEW YORK

PLEASE TAKE NOTICE that on February 26, 2024, the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, adopted a bond resolution entitled:

“Bond Resolution of the Village of Freeport, New York, adopted February 26, 2024, authorizing the construction of playground improvements at various parks, stating the estimated maximum cost thereof is \$288,750, appropriating said amount for such purpose, authorizing the issuance of bonds in the principal amount of \$288,750 to finance said appropriation,”

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Village to construct playground improvements at various parks; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$288,750; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of bonds or notes of the Village in the principal amount of not to exceed \$288,750 to finance said appropriation, and the levy of a tax upon all the taxable real property within the Village to pay the principal of said bonds and interest thereon.

SECOND: AUTHORIZING the issuance of not to exceed \$288,750 bonds of the Village pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution and the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Village for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds and any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes shall be general obligations of the Village; and PLEDGING to their payment the faith and credit of the Village;

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

FIFTH: DELEGATING to the Village Treasurer the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: February 26, 2024

Pamela Walsh Boening
Village Clerk

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

Section 8. The Village Clerk is hereby directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

The adoption of the foregoing resolution was seconded by Trustee Sanchez and duly put to a vote on roll call, which resulted as follows:

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

The resolution was declared adopted.

cc:

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</u>
X <u>Bldg. Dept.</u>	X <u>Personnel</u>	X <u>Dep. Treasurer</u>
<u>Board & Comm.</u>	X <u>Police Dept.</u>	X <u>Dep. V. Clerk</u>
X <u>Claims Examiner</u>	X <u>Publicity</u>	<u>OTHER</u>
X <u>Comptroller</u>	X <u>Public Works</u>	
X <u>Court</u>	X <u>Purchasing</u>	

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: May 10, 2024

RE: 2023 ROAD RESURFACING PROJECT

At the Village Board of Trustees meeting on January 8, 2024, the referenced contract was awarded to Stasi General Contracting 422 Maple Avenue, Westbury, New York 11590, in the amount of \$966,800.00. The contract called for the resurfacing and repair of the following roads and parking lots:

Road	From	To
Arthur Street	Dead End	Cornelius Street
Elliott Place	Southside Avenue	Archer Street
Triangle Place	South Brookside	Sigmond Street
North Long Beach	Merrick Road	Seaman Avenue
West End Avenue	Hampton Place	Atlantic Avenue
Facility	Location	
Parking Field #8	Guy Lombardo Avenue	
Parking Field #29	North of the Train Station	
Armory Parking Field	63 Babylon Tpke	

It was determined after the bid that it would be advantageous to add additional roads to be repaired under this contract. The work will be done utilizing the unit prices bid under this contract. The following additions work locations were added to this contract:

Road	From	To
Oakfield Avenue	Wilson Place	Milburn Court
Miller Avenue	Manhattan Street	Hamilton Street
President Street	Gordon Place	South Main Street
West 4th Street	South Main Street	Westerly Terminus
Archer Street	Brookside Avenue	Park Avenue
Facility	Location	
Parking Field #11	Church Street between Sunrise Highway and Merrick Road	

Funding for these roads will come out of several capital accounts that were set up for improvements to Village roads (H519702 523130, H519702 522120, H619702 522400, H519702 523130) as well as additional borrowing that was authorized by the Board of Trustees on February 3, 2020. These improvements are partly reimbursable through The Village of Freeport Community Development Agency as well as New York State CHIPS funding.

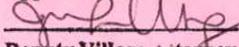
Accordingly, it is recommended that the contract "**2023 ROAD RESURFACING PROJECT CONTRACT**" be retroactively increased from \$966,800.00 to \$1,900,000.00.



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

Encl.
c.

Approved as to form



Deputy Village Attorney

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

WHEREAS, on January 8, 2024, the Board approved the award for the “2023 Road Resurfacing Project” to Stasi General Contracting, 422 Maple Avenue, Westbury, New York 11590, in the amount of \$966,800.00; and

WHEREAS, the contract called for the resurfacing and repair of the following roads and parking lots:

Road	From	To
Arthur Street	Dead End	Cornelius Street
Elliott Place	Southside Avenue	Archer Street
Triangle Place	South Brookside	Sigmond Street
North Long Beach	Merrick Road	Seaman Avenue
West End Avenue	Hampton Place	Atlantic Avenue
Facility	Location	
Parking Field #8	Guy Lombardo Avenue	
Parking Field #29	North of the Train Station	
Armory Parking Field	63 Babylon Tpke	

WHEREAS, it was determined after the bid that it would be advantageous to add additional roads to be repaired under this contract; and

WHEREAS, the work will be done utilizing the unit prices bid under this contract; and

WHEREAS, the following additions work locations were added to this contract:

Road	From	To
Oakfield Avenue	Wilson Place	Milburn Court
Miller Avenue	Manhattan Street	Hamilton Street
President Street	Gordon Place	South Main Street
West 4th Street	South Main Street	Westerly Terminus
Archer Street	Brookside Avenue	Park Avenue
Facility	Location	
Parking Field #11	Church Street between Sunrise Highway and Merrick Road	

WHEREAS, the Superintendent of Public Works is requesting Board approval for the contract with Stasi General Contracting, 422 Maple Avenue, Westbury, New York 11590, be retroactively increased from \$966,800.00 to \$1,900,000.00; and

WHEREAS, funding for these roads will come out of several capital accounts that were set up for improvements to Village roads (H519702 523130, H519702 522120, H619702 522400, H519702 523130) as well as additional borrowing that was authorized by the Board of Trustees on February 3, 2020; and

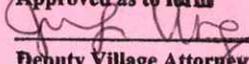
WHEREAS, these improvements are partly reimbursable with a Freeport Community Development Agency grant and the New York State Consolidated Local Street and Highway Improvement Program (CHIPS) funding; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary for the “2023 Road Resurfacing Project” with Stasi General Contracting, 422 Maple Avenue, Westbury, New York 11590, be retroactively increased from \$966,800.00 to \$1,900,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

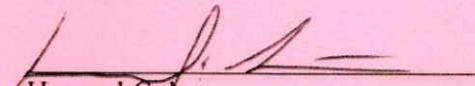

Deputy Village Attorney

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy
From: Howard Colton, Village Attorney
Date: May 7, 2024
Re: Schedule a Public Hearing on June 17, 2024 – to open a taxi company known as Taxi Peru in the Village

Our office request a public hearing to be scheduled to consider the request to open a taxi company known as Taxi Peru in the Village of Freeport, and further request the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on June 17, 2024 at 5:30 PM.


Howard Colton
Village Attorney

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 17th day of June 2024, at 5:30 P.M., to consider the request to open a taxi company known as Taxi Peru in the Village of Freeport.

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 17th day of June 2024 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 20th day of May 2024.

Pamela Walsh Boening
Village Clerk

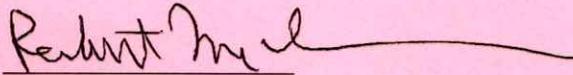
Dated: Freeport, New York
May 20, 2024

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

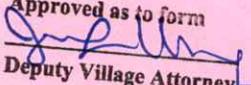
To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: May 14, 2024
Re: Rental agreement Freeport Kayak

Enclosed please find a proposed lease between the Village of Freeport and Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals located at 33 Waterview Pl. Lynbrook 11563 for the use of Waterfront Park for launching of kayak rentals. The lease takes place during the summer months (June, July & August) for the year 2024. The village will receive rental payments of \$700 per month. As per the terms of the lease, the lease rights to use Waterfront Park is restricted to Friday, Saturday and Sunday. Freeport Kayak will pay a per-diem rate of \$87.50 per day for the last weekend in May and the first weekend in September. This request is for approval of this lease.

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



Howard E. Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

Approved as to form

Deputy Village Attorney

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

WHEREAS, Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563, has need for use of Waterfront Park, within the Village of Freeport, in order to launch their kayaks for guided tours of the adjacent waterways; and

WHEREAS, the lease between the Village of Freeport, Landlord, and Freeport Kayak, Tenant, will be from May 25, 2024 through September 2, 2024; and

WHEREAS, the lease rights to the use of Waterfront Park is restricted to Friday, Saturday, and Sunday for a rent of \$700 per month; and

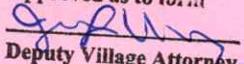
WHEREAS, the rent will be prorated at \$87.50 per day for May 25th, 26th, and 27th; August 31st, and September 1st and 2nd of 2024 (a total of 6 days), and any additional paddling days will be prorated and paid after September 3, 2024; and

WHEREAS, a security deposit of \$1,100 to secure the faithful performance by Tenant during all terms of the lease and to be returned to Tenant as specified in the lease; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be and is hereby authorized to enter into an agreement with Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563 for a term from May 25, 2024 through September 2, 2024 for use of Waterfront Park for a cost of \$700 per month, a security deposit of \$1,100, and will be prorated at \$87.50 per day for May 25th, 26th, and 27th; August 31st, and September 1st and 2nd of 2024 (a total of 6 days), and any additional paddling days will be prorated and paid after September 3, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

LEASE

Between

Incorporated Village of Freeport, Landlord,

And

Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals

This lease is made and entered into by and between Incorporated Village of Freeport, a municipal corporation organized in the County of Nassau, State of New York, referred to in this contract as Landlord, whose principal place of business is 46 North Ocean Avenue, Freeport, N.Y. 11520, and Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals a domestic business corporation organized in the County of Nassau State of New York, referred to in this contract as Tenant, whose principle place of business is 33 Waterview Pl. Lynbrook 11563.

SECTION ONE. DEFINITIONS

A.

Specific Definitions. As used throughout this lease, the following terms have the following meanings:

(1)

Landlord: Incorporated Village of Freeport, also known as Village.

(2)

Tenant: Arya Roopnarine Inc.

(3)

Premises: Waterfront Park located at 957 South Long Beach Avenue, Freeport, NY 11520

(4)

Purpose: Kayak Rentals

(5)

Tenant's Notice Address: 33 Waterview Pl. Lynbrook NY 11563.

(6)

Term: May 25th, 2024 through September 2, 2024 for use on from sun up to sun down.

(7)

Base Rental: \$700 Per Month and prorated at \$87.50 per day for May 25, 26, & 27. August 31, September 1st & 2nd 2024, total of 6 days. Any additional paddling days will be prorated and paid after September 3, 2024.

(8)

Security Deposit: \$ 1,100 to secure the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the term, and to be returned to Tenant as specified in this lease.

B.

General Definitions. As used throughout this lease, the following words have the meanings set out after such words, unless the context in which they appear clearly indicates otherwise.

(1)

Alteration. Any addition or change to, or modification of, the premises made by Tenant after any initial fixturing period, including, without limitation, the installation of fixtures, Tenant's trade fixtures, and Tenant's improvements as defined in this lease.

(2)

Authorized representative. Any officer, agent, employee, or independent contractor retained or employed by either party, acting within the authority given him or her by that party.

(3)

Damage. Death, injury, deterioration, or loss to a person or injury, deterioration, or loss to property caused by another person's acts or omissions.

(4)

Damages. Monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to the person, property, or rights of such person through another's act or omission.

(5)

Destruction. Any damage, as defined in this lease, to or disfigurement of the premises.

(6)

Encumbrance. Any deed of trust, mortgage, or other written security device or agreement affecting the premises, and the note or other obligation secured by it.

(7)

Expiration. The coming to an end of the time specified in the lease as its duration, including any extension of the term, if applicable.

(8)

Good condition. The good physical condition of the premises and each portion of the premises, including, without limitation, signs, windows, appurtenances, and Tenant's personal property as defined in this lease. "In good condition" means first class, neat, and broom clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

(9)

Hold harmless. To defend and indemnify from all liability, losses, penalties, damages as defined in this lease, costs, expenses, including, without limitation, attorneys' fees, causes of action, claims, or judgments arising out of or related to any damage, as defined in this lease, to any person or property.

(10)

Law. Any judicial decision, constitution, statute, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body, such as board of fire examiners or public utilities.

(11)

Lender. Beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined in this lease.

(12)

Lien. Charge imposed on the premises by someone other than Landlord by which the premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics liens.

(13)

Maintenance. Repairs, replacement, repainting and cleaning.

(14)

Person. One or more human beings or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

(15)

Provision. Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

(16)

Rent. Base rental, additional rental, prepaid rent, security deposit, and other similar charges payable by Tenant to Landlord.

(17)

Restoration. Reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the premises and other property to substantially the same physical condition as they were in immediately before the destruction.

(18)

Successor. Any assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.

(19)

Tenant's improvements. Any addition to or modification of the premises made by Tenant before, at, or after commencement of the term, including, without limitation, fixtures, but not including Tenant's trade fixtures, as defined in this lease.

(20)

Tenant's personal property. Tenant's equipment, furniture, merchandise, and movable property placed in the premises by Tenant, including Tenant's trade fixtures, as defined in this lease.

(21)

Tenant's trade fixtures. Any property installed in or on the premises by Tenant for purposes of trade, manufacture, ornament, or related use.

(22)

Termination. The ending of the term for any reason before expiration, as defined in this lease.

SECTION TWO. DELAY IN DELIVERY OF POSSESSION

If Landlord is unable to deliver possession of the premises by the date specified for the commencement of the term as a result of causes beyond Landlord's reasonable control, Landlord shall not be liable for any damage caused for failing to deliver possession, and this lease may be terminated by the Tenant, and Tenant shall not be liable for rent until Landlord delivers possession of the premises to Tenant, but the term shall not be extended by the delay.

SECTION THREE. LEASING AND PAYMENT OF BASE RENTAL

Landlord leases to Tenant and Tenant rents from Landlord the premises for the term and for the rent as defined in Section One. Tenant agrees to pay to Landlord each installment of base rental, in advance on the first day of each month of the term with the rent for the first month and the prorated amount for the month of May to be paid upon the execution of this lease.

The rent shall be paid by Tenant to Landlord, without deduction or offset, in lawful money of the United States of America, at the building office or to such other person or at such other place as Landlord may from time to time designate in writing.

No security or guaranty which may now or subsequently be furnished Landlord for the payment of the rent or for performance by Tenant of the other covenants or conditions of this lease shall in any way be a bar or defense to any action in unlawful detainer, or for the recovery of the premises, or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this lease.

SECTION FOUR. SECURITY

Tenant shall pay to Landlord upon the execution of the lease the security deposit required in Section One, Paragraph A, Subparagraph (12). Landlord shall not be required to segregate the security deposit from its other funds and no interest shall accrue or be payable with respect to it. The security deposit shall be returned to Tenant on or before October 1, 2019 by check mailed to Tenant following the Village's submission of a claim form to the Village treasurer and the approval of the check by the Village Board and/or the Mayor.

SECTION FIVE. ADDITIONAL RENTAL

Any charge to the Tenant by the Landlord resulting from a breach by the Tenant shall be considered additional rent.

SECTION SIX. USE OF PREMISES

The premises are leased to the Tenant for the Purpose set forth in Section One, Paragraph A, Subparagraph (4), and for no other purposes.

SECTION SEVEN. ALTERATIONS, MECHANICS' LIENS

Tenant shall not make, directly or indirectly, any alterations without first obtaining the written consent of Landlord. Any alteration shall become at once a part of the realty and belong to Landlord subject, however, to Landlord's right to require removal and restoration as provided in Section Sixteen of this lease. Tenant shall keep the premises free from any liens arising out

of any work performed, material furnished, or obligations incurred by Tenant. Tenant agrees that if Tenant shall make any alterations of the premises, Tenant will not take such action until 5 days after receipt by Tenant of the written consent of Landlord required by this Section Seven, in order that Landlord may post appropriate notices to avoid any possible liability with respect to mechanics' liens or other such claims. Tenant shall at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work. Consent for such alterations shall not be unreasonably withheld by Landlord.

SECTION EIGHT. WORK TO BE PERFORMED BY LANDLORD

Landlord shall not be required to perform any work upon the premises of any type or nature unless a special agreement to that effect is expressed in a rider attached to and forming a part of this lease and then only to the extent such work is set forth in the rider. Such rider to be effective shall be signed by both Landlord and Tenant, and shall clearly identify its applicability to this lease.

SECTION NINE. RESTRICTIONS ON USE

No use shall be made or permitted to be made of the premises, nor acts done that will increase the existing rate of insurance upon the building, or cause a cancellation of any insurance policy covering such building, or any part of it. Tenant shall not sell, or permit to be kept, used, or sold, in or about the premises any article that may be prohibited by the standard form of fire insurance policies. Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements, pertaining to the premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering such building and appurtenances.

Tenant shall not do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other Tenants or use or allow the premises to be used for any immoral, unlawful, or objectionable purposes. No loudspeakers or other similar device, system, or apparatus which can be heard outside the premises shall, without the prior written approval of Landlord, be used in or at the premises. Tenant shall not commit any blockage of entry to the premises or otherwise interfere with the usage by the Village .

SECTION TEN. COMPLIANCE WITH LAW

Tenant shall, at its sole cost and expense, comply with all laws pertaining to Tenant's use of the premises, and shall faithfully observe all laws in the use of the premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party to it or not, that Tenant has violated any law in the use of the premises shall be conclusive of that fact as between Landlord and Tenant. Without limiting the generality of the foregoing, the duties of Tenant under this provision shall include the making of all such alterations of the premises as may be required by law by reason

of the particular manner or mode of use of the premises by Tenant, or occasioned by reason of the failure of Tenant to maintain or repair the premises as required under this lease.

SECTION ELEVEN. INDEMNITY AND EXCULPATIONS; INSURANCE

A.

Exculpation and Indemnity of Landlord. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property, and Tenant waives all claims against Landlord for damage to person or property from any cause. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises and the building. A party's obligation under this Section Eleven to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

B.

Public Liability and Property Damage Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than \$1 million and \$1 million per occurrence, and property limits of not less than \$1 million per occurrence insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section Eleven, Subparagraph A. Both parties shall be named as additional insureds; the policy shall contain cross-liability endorsements, and shall be primary insurance as far as Landlord is concerned.

C.

Increase in Amount of Public Liability and Property Damage Insurance. Not more frequently than every three years, if, in the opinion of Landlord's lender or of the insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as reasonably required by either Landlord's lender or Landlord's insurance broker.

D.

Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person, or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any fire and extended coverage insurance policies carried by the parties and in force at the time of any such damage. Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by

any policy.

E.

Other Insurance Matters. All the insurance required under this lease shall:

1.

Be issued by insurance companies authorized to do business in the State of New York, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.

2.

Be issued as a primary policy.

3.

Contain an endorsement requiring 30 days written notice from the insurance company to both parties and Landlord's lender before cancellation or change in the coverage, scope, or amount of any policy.

4.

Be renewed not less than 20 days before expiration of the term of the policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the term and on each renewal of the policy.

SECTION TWELVE. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations printed on or attached to this lease and all reasonable modifications of and additions to it from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other Tenant or occupant of the building of any of such rules and regulations.

SECTION THIRTEEN. UTILITIES

Landlord shall not be required to furnish any utilities to Tenant.

SECTION FOURTEEN. REPAIR

By taking possession of the premises leased under this lease, Tenant accepts the premises as being in good sanitary order, condition, and repair. Tenant, at Tenant's sole cost and expense, shall keep the premises and every part of it in good condition and repair, damage to it by fire, earthquake, act of God or the elements excepted. Tenant waives all rights to make repairs at the expense of Landlord as provided in any law, statute, or ordinance now or subsequently in

effect. Upon the expiration or earlier termination of the term, Tenant shall surrender the premises to Landlord in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements excepted. No representations respecting the conditions of the premises or have been made by Landlord to Tenant except as specifically stated in this lease.

SECTION FIFTEEN. RESTORATION OF PREMISES

Tenant agrees that prior to the expiration of the term of the lease, or upon the earlier termination of the lease, or upon Tenant's unlawful abandonment of the premises, whichever occurs first, Tenant will leave the premises in the same condition as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted, and if Tenant made any alteration or improvement of the premises, with or without Landlord's consent as required by the terms of this lease, Tenant will in all cases restore the premises substantially to their original condition as of the inception of the term of the lease, wear and tear, loss by fire or other casualty, and acts of God excepted, unless Landlord has expressly set forth in writing that a particular alteration or improvement shall not be removed.

SECTION SIXTEEN. ENTRY

- A. By Owner: Tenant shall permit Landlord and its authorized representatives to enter the premises at all reasonable times for purposes of inspection, maintenance, or making repairs or additions to, or alterations of, any other portion of the Premises, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of nonliability for alterations or repairs.
- B. By Tenant: Tenant shall use the North gate at South Long Beach Avenue for entry to the Premises.

SECTION SEVENTEEN. ABANDONMENT OF PREMISES

Tenant shall not vacate or abandon the premises at any time during the term. If Tenant abandons, vacates, or surrenders the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the premises shall be deemed to be abandoned, and, at the option of Landlord, such property may either be removed and stored in any public warehouse or elsewhere at the cost of and for the account of Tenant.

SECTION EIGHTEEN. REMOVAL OF TRADE FIXTURES OF TENANT AT END OF TERM

If Tenant shall fully and faithfully perform all of Tenant's obligations under this lease, then Tenant may, and upon the request of Landlord shall, remove all trade fixtures installed in the premises by Tenant at the expiration or termination of the term of this lease, or any renewal of

this lease, provided that such removal may be effected without damage to the premises.

SECTION NINETEEN. SURRENDER OF LEASE

The voluntary or other surrender of this lease by Tenant, accepted by Landlord, or the mutual cancellation of this lease, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or sub tenancies or operate as an assignment to Landlord of any or all of such subleases or sub tenancies.

SECTION TWENTY. HOLDING OVER

Any holding over after the expiration of the term of this lease without the consent of Landlord shall be construed to be a tenancy from month to month at a rent equal to twice the rent payable if this lease were still in force and effect.

SECTION TWENTY ONE. GRACE PERIOD

A.

No default or breach of any of the covenants and conditions shall exist on the part of Landlord or Tenant until the party claiming default or breach shall serve upon the other a written notice, as provided in this lease, specifying with particularity wherein such default or breach is alleged to exist, and the other party shall fail to perform or observe such covenant or condition, as the case may be, within 10 days after the serving of such notice on it. No notice shall be construed to extend the lease term or convert the lease term to any tenancy other than a month to month tenancy.

B.

In the event, however, that any penalty be incurred or created, or interest be charged by reason of lapse of time due to the failure or omission of such party to have performed or observed such covenant or condition, then such party shall bear and pay such penalty or discharge such interest as additional rental under this lease.

C.

The foregoing period of grace shall not apply to rent payments or other payments required of Tenant under this lease, the time of such payments being of the essence of this lease.

D.

If either party shall be delayed or prevented from the performance of any act required by this lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive laws, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be extended for a period equivalent to the period of such delay, provided, however, that nothing in this section shall excuse Tenant from the prompt payment of any rent or other charge required of Tenant except

as may be expressly provided elsewhere in this lease.

SECTION TWENTY TWO. LANDLORD'S REMEDIES UPON DEFAULT

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive but are in addition to any remedies now or later allowed by law.

A.

Landlord shall have the right either to terminate Tenant's right to possession of the premises and thereby terminate this lease or to have this lease continue in full force and effect with Tenant at all times having the right to possession of the premises. Should Landlord elect to terminate Tenant's right to possession of the premises and terminate this lease, then Landlord shall have the immediate right of entry and may remove all persons and property from the premises. Such property so removed may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such termination, Landlord, shall be entitled to recover from Tenant the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant professes could be reasonably avoided. The worth at the time of award of the amount referred to in this section shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of New York at the time of the award plus one percent. Tenant agrees that any calculation of remedy shall not be reduced by any requirement or obligation to of the Landlord to mitigate damages.

B.

As used in this lease, the term "time of award" shall mean either the date upon which Tenant pays to Landlord the amount recoverable by Landlord as set forth in this lease or the date of entry of any determination, order, or judgment of any court or other legally constituted body, or of any arbitrators, determining the amount recoverable, whichever occurs first.

C.

Should Landlord, following any breach or default of this lease by Tenant, elect to keep this lease in full force and effect, for so long as Landlord does not terminate Tenant's right to possession of the premises, notwithstanding the fact that Tenant may have abandoned the premises, then Landlord, in addition to all other rights and remedies which Landlord may have at law or in equity, shall have the right to enforce all of Landlord's rights and remedies under this lease. Notwithstanding any such election to have this lease remain in full force and effect, Landlord may at any time thereafter elect to terminate Tenant's right to possession of the premises and thereby terminate this lease for any previous breach or default which remains uncured, or for any subsequent breach or default. For the purposes of Landlord's right to continue this lease in effect upon Tenant's breach or default, act of maintenance or preservation, or efforts of Landlord to relent the property, or the appointment of a receiver on initiative of Landlord to protect its interest under this lease, do not constitute a termination of Tenant's right to possession.

D.

In the event Landlord elects, upon breach or default of this lease by Tenant, to keep this lease in full force and effect, Landlord may, as attorney-in-fact of Tenant, from time to time sublet the premises or any part of it for such term and at such rent and upon such other terms as Landlord at Landlord's sole discretion may deem advisable, with the right to make alterations, restoration, and maintenance to the premises. Upon each such subletting, (1) the Tenant shall be immediately liable to pay to Landlord, in addition to indebtedness other than rent due under this lease, the cost of such subletting and of such alterations and repairs incurred by Landlord, and the amount by which the rent under this lease for the period of such subletting, to the extent such period does not exceed the term of this lease, exceeds the amount agreed to be paid as rent for the premises for such period of such subletting, or (2) at the option of Landlord, rents received from such subletting shall be applied: first, to payment of indebtedness other than rent due under this lease from Tenant to Landlord; second, to the payment of costs of such subletting and of such alterations and repairs; third, to payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Landlord and applied in payment of future rents as they become due under this lease. If Tenant has been credited with any rent to be received by such subletting under option (1) and such rent shall not be promptly paid to Landlord by the subtenant, or if such rent received from such subletting under option (2) during any month be less than that to be paid during that month by Tenant under this lease, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No taking possession of the premises by Landlord, as attorney-in-fact for Tenant, shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Tenant. Notwithstanding any such subletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. At Landlord's option and application, a receiver for Tenant shall be appointed to take possession of the premises and to exercise Landlord's right to sublet the premises as attorney-in-fact for Tenant and to apply any rent collected from the premises as provided in this lease.

E.

Nothing in this section affects the right of the Landlord to indemnification for liability arising prior to the termination of the lease for personal injuries or property damage where the lease provides for such indemnification.

F.

If Tenant shall be in default in the performance of any covenant to be performed by it under this lease, then, after notice and without waiving or releasing Tenant from the performance of such covenant, Landlord may, but shall not be obligated to, perform any such covenant, and in exercising any such right pay necessary and incidental costs and expenses in connection with it. All sums so paid by Landlord, together with interest on it at the maximum rate of interest per year allowed by law, shall be deemed additional rental and shall be payable to Landlord on the next rent-paying day.

G.

Rent not paid when due shall bear interest at the maximum rate of interest per year allowed by

law from the date due until paid.

SECTION TWENTY THREE. ATTORNEYS' FEES ON DEFAULT

If either Landlord or Tenant shall obtain legal counsel or bring an action against the other by reason of the breach of any covenant, warranty, or condition of this lease, or otherwise arising out of this lease, the unsuccessful party shall pay to the prevailing party reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The term "prevailing party" shall include, without limitations, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

SECTION TWENTY FOUR. INSOLVENCY

The occurrence of any of the following events shall constitute a breach of this lease by Tenant and a default under this agreement: (1) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant; or (2) a general assignment by Tenant for the benefit of creditors; or (3) any action taken or suffered by Tenant under any insolvency or bankruptcy act.

SECTION TWENTY FIVE. ASSIGNMENT OR SUBLETTING

A.

Tenant shall not assign this lease or any interest in it, and shall not sublet the premises or any part of it or any right or privilege appurtenant to this agreement or permit any other person, the agents and servants of Tenant excepted, to occupy or use the premises or any portion of it without first receiving the written consent of Landlord. This lease and any interest in it shall not be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

B.

Any transfer of shares by Tenant by reason of which the present shareholders own less than fifty-one percent of the outstanding stock of Tenant or a surviving corporation shall constitute an assignment of this lease subject to the provisions limiting assignment.

C.

Except as otherwise expressly provided in this lease, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions of this lease unless Landlord consents.

D.

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations

under this lease, all rent from any subletting of all or a part of the premises as permitted by this lease, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this lease, except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

E.

In no event shall Tenant assign this lease or sublet the premises, or any portion of it, to any then-existing or prospective Tenant.

SECTION TWENTY SIX. DAMAGE TO OR DESTRUCTION OF PREMISES, and Landlord's Future Repairs to Premises

In the event of a partial destruction of the premises from any cause covered by Landlord's standard fire and extended coverage insurance, Landlord shall immediately repair such destruction, provided the cost of repair does not exceed the insurance proceeds and such repairs can be made within 60 days, Tenant shall not be required to pay rent while such repairs are being made, and Tenant shall be entitled to a return of any rent paid for the period during which repairs are being made and Tenant shall be entitled to return of the security deposit. If such partial destruction was caused by any risk not covered by Landlord's insurance, or if the cost of repair exceeds the insurance proceeds payable, Landlord may, at its option, make such repairs, provided the repairs can be made within 60 days, and the Tenant shall not be required to pay rent while such repairs are being made, and Tenant shall be entitled to a return of any rent paid for the period during which repairs are being made and Tenant shall be entitled to return of the security deposit. If the Landlord does not elect to make repairs it is not obligated to make, or if such repairs cannot be made within 60 days, or if such repairs cannot be made under law, this lease may be terminated at the option of either party and Tenant shall be entitled to return of the security deposit. In the event the building is destroyed to the extent of not less than thirty-three and one-third percent of the replacement cost of it, Landlord may elect to terminate this lease, whether the premises are injured or not and without liability to Tenant. A total destruction of the premises, or of the building, shall terminate this lease. In the event of any dispute between Landlord and Tenant relative to the provisions of this Section, they shall submit their dispute to arbitration in accordance with the rules of the American Arbitration Association, and the arbitration shall be final and binding upon both Landlord and Tenant, and the cost of such arbitration shall be borne equally between them.

If Landlord elects to repair the existing bulkhead on the Premises during the Term of this Lease, and denies access to the park and/or the Premises, Tenant may terminate this lease and has no further obligation to pay rent, and shall be entitled to a return of the security deposit. Additionally, Landlord agrees to provide Tenant with a suitable replacement premises (Sea Breeze Park) for the remainder of the Term of this Lease.

SECTION TWENTY-SEVEN. EFFECT OF EXERCISE OF OR FAILURE TO EXERCISE RIGHTS BY LANDLORD

Neither the exercise of nor failure to exercise any right, option, or privilege under this lease by Landlord shall exclude Landlord from exercising any and all other rights, options, or privileges under this lease, nor shall such exercise or non exercise relieve Tenant from Tenant's obligation to perform each and every covenant and condition to be performed by Tenant under this lease, or from damages or other remedy for failure to perform or meet the obligations of this lease.

SECTION TWENTY EIGHT. WAIVER

The waiver by Landlord of any breach of any term, covenant, or condition contained in this lease shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of such term, covenant, or condition, or of any other term, covenant, or condition in this lease. The acceptance of rent under this lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this lease other than Tenant's breach in failing to pay the particular rent so accepted regardless of Landlord's knowledge of such additional preceding breach at the time of the acceptance of such rent.

SECTION TWENTY-NINE. NOTICES

All notices to be given to Tenant may be given in writing personally or by depositing such notices in the United States mail, postage prepaid, and addressed: if to Tenant, at Tenant's Notice Address as set forth in Section One, Paragraph A, Subparagraph (7) or at such other place or places as Tenant may from time to time designate in writing; if to Landlord, in the same manner at the building office, or at such other place or places as Landlord may from time to time designate in writing.

SECTION THIRTY. REPRESENTATIONS

This lease represents the entire agreement of the parties with respect to the parties' rights and duties under this lease. Tenant acknowledges that neither Landlord nor any agent, servant, or representative of Landlord, or any person purporting to act on Landlord's behalf, has made any representation, warranty, or statement with respect to the amount of taxes that may or will be assessed against the premises or about the cost of any insurance required to be secured by Tenant under this lease or any other matter relating to this lease that is not expressly covered in this lease. With respect to such matters, Tenant is relying upon Tenant's own independent investigation and sources of information, and Tenant expressly waives any right Tenant might otherwise have under the law to rescind this lease or to claim damages by reason of the fact that such taxes or assessments or costs of insurance may be in excess of any sum deemed reasonable by Tenant, or in excess of any amount Tenant anticipated paying under this lease.

SECTION THIRTY-ONE EXECUTION

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

SECTION THIRTY-TWO. NAME

Tenant shall not use the name of the Village for any purpose including as the address of the business conducted by Tenant in the premises without the written consent of Landlord.

SECTION THIRTY-THREE. ENTIRE AGREEMENT; AMENDMENT

This lease contains all the agreements of the parties with respect to the subject matter and cannot be amended or modified except by a written agreement.

SECTION THIRTY-FOUR. NEGATION OF PARTNERSHIP

Landlord shall not become or be deemed a partner or a joint venture with Tenant by reason of the provisions of this lease.

SECTION THIRTY-FIVE. PROVISIONS ARE COVENANTS AND CONDITIONS

All provisions, whether stated as covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

SECTION THIRTY-SIX. USE OF DEFINITIONS

The definitions contained at the beginning of and in the text of this lease shall be used to interpret this lease.

SECTION THIRTY-SEVEN. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this lease shall not render the other provisions invalid, illegal, or unenforceable.

SECTION THIRTY-EIGHT CAPTIONS

The table of contents and headings of the sections of this lease are descriptive and for convenience only, are not a part of this lease, and shall have no effect on the construction or interpretation of this lease.

SECTION THIRTY-NINE SUCCESSORS

The provisions of this lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, administrators, and executors, of the parties.

SECTION FORTY APPLICABLE LAW

This lease shall be construed and interpreted in accordance with the laws of the State of New York.

CERTIFICATION BY TENANT

Tenant certifies that Tenant has carefully read and understood every word in this lease and by signing this lease agrees to faithfully comply with its provisions.

/Lakshmidatt Roopnarine/

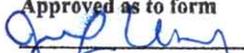
Laksh Roopnarine

Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals

CERTIFICATION BY LANDLORD

Tenant certifies that Landlord has carefully read and understood every word in this lease and by signing this lease agrees to faithfully comply with its provisions.

Mayor Robert T. Kennedy

Approved as to form

Deputy Village Attorney

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy
From: Pamela Walsh Boening, Village Clerk
Date: May 13, 2024
Re: Miscellaneous Sidewalk Resolution
Location: Various
Contractor: Aventura Construction Corp. Total: \$779.10

WHEREAS, official notice was served in conformity with the law, upon the property owners to install sidewalks, curbs and/or aprons, and

WHEREAS, said installation work not having been made within the time specified in official notice, namely, 30 days from the date of service thereof, and

WHEREAS, under authority conferred by law, the Board of Trustees thereupon caused the same to be installed at the expenditure as noted above, and as shown below.

NOW THEREFORE, BE IT RESOLVED, that there shall be assessed upon the lands affected or improved, the amount as noted above which is found to be just and reasonable and not exceeding the amount stated in the notice, and be it,

FURTHER RESOLVED that the Board of Trustees hereby authorizes that the amount thus assessed, if not paid within thirty (30) days hereafter, will be included in the next annual tax levies of the aforesaid premises unless the property owner selects the option of payment with interest over a five (5) year period.

Sidewalk Survey # MSW 271-2021

Owner: Freeport Merrick Prop MGM
2094 Smith Street
Merrick, NY 11566
211 E Merrick Road
Sec, Blk., Lot (s): 55-191-27

Location: 211 E Merrick Road

Contractor: Aventura Construction Corp.

Charges: \$779.10

Pamela Walsh Boening

Pamela Walsh Boening, Village Clerk

aventura

1421- Freaport Curb & Sidewalk 2023 23-01-PBWK-639

SERVICE INVOICE # 8785-07
JOB # 1421

NO	Date	Status	LOC	Quantity / Address	LF	SF	LF	SF	SF	LF	LF	LF	LF	LF	LF	SF	SF	LS	TOTAL
8785	12/8/2023	Completed	2021 23-01	27	211 E Merrick Road			75.5	75.5										1,249.90

211 E. Merrick Rd



H.O - \$779.10
DPW - \$470.40

RAK
4/12/24



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

SERVICE INVOICE # 8785-37
JOB # 1421

WO	Date	Status	LOC	Owner /Address	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LS	
8785	12/6/2023	Completed	2021 53-19	37	211 E Memick Road	1.00	1.00	7.00	16.00	17.00	30.00	32.00	35.00	35.00	40.00	5.00	2.00	6.00	10k	
						REMOVE & DISP & DISP CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC APRONS (4" PB 6" THICK)	REMOVAL & DISP OF THICK CONC GUTTER	INSTALL OF 4" THICK CONC SW	INSTALL THICK CONC SW/DW	INSTALL 6" THICK CONC	INSTALL OF 1" WIDE CONC GUTTER	INSTALL 2.5' WIDE CONC GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE CURB& 2.5' WIDE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE CURB& 2.5' WIDE GUTTER	SC CONC SW, APR, HC RAM, CURBS/ GUTTERS	RESET EXISTING BRICK PAVERS	PURCHISE INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	
																				1,249.50

1,249.50



H.O - \$779.10
DPW - \$470.40

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar
DATE: December 28, 2023
RE: **Hazardous Sidewalk – 211 E Merrick Road**

Please inspect the above location to determine if the hazardous condition has been corrected.

211 E Merrick Road

Word Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed YES.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna.

Date: 12/29/23.

SIDEWALK INSPECTION FORM

DATE: 12/02/21

ADDRESS: 211 E. MERRICK RD.

DATE INSPECTION REQUESTED: 12/02/21

INSPECTION REQUESTED BY: ENGINEERING OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: MISSING SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 73.5 sq.ft
4" SW 6" SW

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 10.5' x 7' 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melamich DATE 12/02/21

REVIEWED BY: [Signature] DATE 12/7/21

INCORPORATED VILLAGE OF FREEPORT
Treasurer's Office
INTER-DEPARTMENT CORRESPONDENCE

TO: Mayor Robert T. Kennedy **DATE:** 05/14/2024

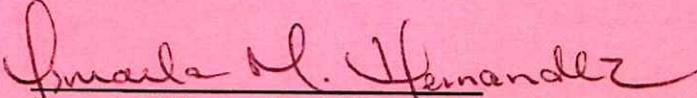
FROM: Ismaela M. Hernandez, Village Treasurer **Telephone:** 516 377-2257

RE: Exclusion of Indebtedness FYE 2024 - Electric Utility

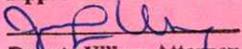
Request authorization from the Mayor and Board of Trustees to submit an application to the New York State Comptroller's Office for the Electric Utility debt exclusion. We are requesting to exclude \$25,567,564 of indebtedness for the Electric Utility from the Constitutional Debt Limit for the FYE 2024.

Section 123(h) of the Local Finance Law states that a publication must be made within fifteen days after filing of the exclusion application with the State Comptroller. The enclosed Debt Exclusion Application will be filed with the State on or before May 31, 2024

Sincerely,


Ismaela M Hernandez, Village Treasurer

Cc: Al Livingston, Superintendant of Electric
Alvin McDaniel, Village Comptroller
Howard Colton, Village Attorney
Pam Walsh Boening, Village Clerk

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport will file an application with the New York State Comptroller seeking the exclusion of \$25,567,564 of outstanding indebtedness as of Fiscal Year Ended February 29, 2024 for the Electric Utility; and

WHEREAS, Section 123(h) of the Local Finance Law requires that notice of the application be published in the local newspaper within fifteen days after filing of the exclusion application with the State Comptroller; and

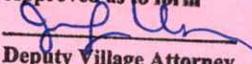
WHEREAS, the exclusion application has to be filed with the State no later than May 31, 2024; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of Village Treasurer, approval be granted to file an application with the New York State Comptroller seeking an exclusion of electric utility indebtedness; and

BE IT FURTHER RESOLVED, that the Treasurer and/or Village Clerk be authorized to publish the required notice of the above-referenced debt exclusion application in the Freeport Herald.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

SECTION 123.00 REGULAR EXCLUSION APPLICATION

STATE OF NEW YORK

DEPARTMENT OF AUDIT AND CONTROL

In the Matter of

The application of Ismaela M. Hernandez as Chief Fiscal Officer of the Village of Freeport, for a Certificate of the State Comptroller authorizing the Exclusion of certain outstanding Indebtedness, pursuant to section 123.00 of the Local Finance Law.

1. This Application is made pursuant to the provisions of section 123.00 of the Local Finance Law and is made by Ismaela Hernandez, Village Treasurer and Chief Financial Officer of the Village of Freeport on the direction of the Board of Trustees of the Village of Freeport

2. The current fiscal year of the Municipality commenced on March 1, 2024 and will end on February 28, 2025. The next preceding fiscal year of the Municipality commenced on March 1, 2023 and ended on February 29, 2024 and is hereafter referred to as the preceding fiscal year.

3. Description of the public improvement (or part thereof) or service. See Schedule C, hereto annexed and made a part hereof

4. Most recent previous Exclusion(s) granted pursuant to Section 123.00 of the Local Finance Law. See Schedule C, hereto annexed and made a part hereof

5. The Indebtedness sought to be excluded in this proceeding in the total amount of \$25,567,564 is described in the verified itemized statement (Schedule A) hereto annexed and made a part hereof.

6. The debt service required for the Indebtedness incurred for the public improvement (or part thereof) or service during the preceding fiscal year in the total amount of \$4,458,248 is described in the verified itemized statement (Schedule A) hereto annexed and made a part hereof.

7. a. The gross revenue of the public improvement (or part thereof) or service actually

received during the preceding fiscal year, exclusive of taxes, assessments or subsidies of the municipality was \$43,141,148.

- b. The amount incurred for costs of operation, maintenance and repairs by the public improvement (or part thereof) or service during the preceding fiscal year, exclusive of depreciation was \$37,648,521. The improvement or service was maintained in good condition during the preceding fiscal year and no item of normal operation, maintenance and repair was deferred to a subsequent year.
- c. The net revenue of the public improvement (or part thereof) or service during the preceding fiscal year was \$5,492,627. (Subtract b. from a.)

THE AMOUNTS IN a., b., AND c., ARE DESCRIBED IN THE VERIFIED STATEMENT OF NET REVENUE (Schedule B) HERETO ANNEXED AND MADE A PART HEREOF.

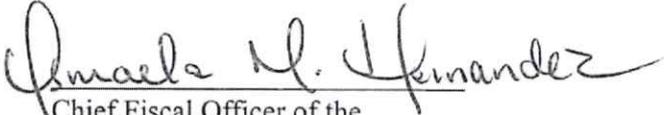
8. The amount of a. real property liabilities and/or contract liabilities incurred for the public improvement (or part thereof) or service and b. judgments, claims awards and/or determinations attributable to or chargeable against the public improvement (or part thereof) or service outstanding at the close of the preceding fiscal year was \$0.

9. A copy of the most recently adopted budget and a copy of the previously adopted budget of the Village of Freeport have been filed with the Office of the State comptroller prior to the date of this Application.

10. This Application is supported by the financial statements, computations and information which are set forth in Schedules B-1.A, B-1.B, B-1.C and PSC Preliminary Year Ended 02/29/2024 Financial Statements of the Village.

WHEREFORE, the following chief fiscal officer hereby request the State Comptroller to issue a certificate setting forth his determination excluding the proper proportionate amount of such outstanding indebtedness of such municipality, described in Schedule A aforesaid, from the limitations imposed by Section 4 Article VIII of the Constitution and Section 104.00 of the Local Finance Law in relation to the power of the Municipality to contract indebtedness, during the remainder of the current fiscal year of such Municipality which will terminate on February 28, 2025 and until the first day of the fourth month following the close of the current fiscal year.

Dated 5/ 14 /2024


Chief Fiscal Officer of the
Village of Freeport

VERIFICATION

STATE OF NEW YORK

COUNTY OF NASSAU ss,

Ismaela M. Hernandez being duly sworn deposes and says:

That she is the duly appointed, qualified, and acting Chief Fiscal Officer of the Village of Freeport in the County of Nassau, New York; that she prepared and has read the forging application and attached schedules and knows the contents thereof; that same is true to her own knowledge except as to matters therein stated to be alleged upon information and belief, and that as to those matters she believes it to be true.

Ismaela M. Hernandez

Ismaela M. Hernandez, Treasurer and Chief Fiscal Officer
Village of Freeport
46 North Ocean Ave.
Freeport, NY 11520

Subscribed and sworn to before me this 14th day of May 2024

Amarilis Ledesma
Notary Public

AMARILIS A LEDESMA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE6382087
Qualified in Nassau County
Commission Expires October 15, 2026

SCHEDULE B – STATEMENT OF NET REVENUE

THIS SCHEDULE CONTAINS A STATEMENT OF GROSS REVENUE, COSTS OF OPERATION MAINTENANCE AND REPAIRS, AND NET REVENUE OF THE PUBLIC IMPROVEMENT (OR PART THEREOF) OR SERVICE DESCRIBED IN THE APPLICATION DURING THE PRECEDING FISCAL YEAR:

GROSS REVENUE actually received during the *PRECEDING FISCAL YEAR* by the Municipality from the public improvement (or part thereof) or service described in the Application:
(Revenue should be detailed *as to source*)

\$43,141,148

PLEASE NOTE: TAXES, ASSESSMENTS AND SUBSIDIES BY THE MUNICIPALITY CANNOT BE INCLUDED IN COMPUTING GROSS REVENUES.

COSTS OF OPERATION, MAINTENANCE AND REPAIRS

Total amount actually paid out during the *PRECEDING FISCAL YEAR* For Costs of Operations, Maintenance and Repairs:

\$35,925,666

NOTE: Include as a "cost" any contribution to a Repair Reserve Fund during the PRECEDING FISCAL YEAR. Expenditures from such Fund shall NOT be deemed "cost" in the year of expenditure.

PLUS: Total amount of current bills, accounts, claims and demands which were unpaid at the close of the PRECEDING FISCAL YEAR:

\$8,576,669

LESS: Total amount of current bills, accounts, claims and demands which were unpaid at the close of the FISCAL YEAR NEXT PRECEDING THE PRECEDING FISCAL YEAR and subsequently paid during the PRECEDING FISCAL YEAR from gross revenues:

\$6,853,814

TOTAL COSTS OF OPERATION, MAINTENANCE AND REPAIRS

\$ 37,648,521

NET REVENUE: to be received during the PRECEDING FISCAL YEAR by the Municipality from the public improvement (or part thereof) or service described in the Application:
(i.e. Gross Revenues LESS Estimated Costs of Operation, Maintenance and Repairs)

\$5,492,627

SCHEDULE C:

STATE OF NEW YORK DEPARTMENT OF AUDIT AND CONTROL

In the Matter

of

The application of Ismaela M. Hernandez

As Chief Fiscal Officer of the Village of Freeport

For a certificate of the State Comptroller authorizing the exclusion

Of certain outstanding indebtedness

Pursuant to section 123.00 of the Local Finance Law

3. Brief description of the Public Improvement:

The Freeport Electric Utility

The Freeport Electric Utility, New York ("Freeport Electric") was established by public referendum in 1897 and commenced operation in April 1898. Freeport Electric is owned by the Village and is operated in accordance with Chapter 106 of the Code of the Village of Freeport, as amended, and with other general laws of the State of New York. Today, Freeport Electric serves a community of over 45,000 people with a customer base of approximately 15,000. Freeport Electric operates two generating stations with a total installed capacity of 75,000 kilowatts and has a system peak of 65 megawatts. In 1996, a new interconnection substation was placed on-line and took the place of an older and less efficient substation that was decommissioned the following year. The new system allows Freeport Electric to meet its energy requirements on a daily basis and allows it to purchase energy only when it can be purchased and transported for less money per kilowatt than generation.

Freeport Electric's energy costs are among the lowest on Long Island, with rates approximately thirty-five percent lower than those in surrounding communities. Freeport Electric is also a member of a forty-seven member municipal and cooperative organization called the Municipal Electric Utilities Association ("MEUA").

Freeport Electric, the largest of the three municipal electric utilities on Long Island, operates and maintains seven generating units, reads 15,000 meters per month, processes 15,000 payments per month, maintains five substations and over 200 miles of electric wires and fifteen miles of 144 strand self-supporting fiber optic cable. Generally, all engineering and design work associated with maintaining the electric system is performed by members of Freeport's Electric Department.

On June 24, 2002, the Village of Freeport (the "Village") adopted a bond resolution in the amount of \$51,000,000 authorizing improvements to the Electric power project, to fund the modernization of Power Plant No. 2 in the Village, and adding generation capacity at that site. This project included the construction of a 47-megawatt generator. This new unit replaced two 35-year-old diesel powered generators located at Power Plant #2. The new unit, which is primarily gas-fired, is environmentally friendly.

4. Most recent previous Exclusion(s) granted pursuant to Section 123.00 of the Local Finance Law:

The Village had submitted an application to the New York State Comptroller's Office seeking to exclude certain debt from the Village's debt limit that was issued to fund the construction of improvements to the Village's electric power plant and distribution systems on the basis that such debt will be self-supporting.

On November 7, 2023, the Village's prior year application to exclude such debt was granted by the Controller's Office. \$29,344,841 in outstanding bonds for electric purposes was excluded. This Exclusion expires on June 1, 2024, the first day of the fourth month after the close of the fiscal year in which the application was made.

During the year in which this exclusion was in effect and during the three months following such year, the gross revenues of the public improvements (or part thereof) or service were (and will be) applied to and actually used for the payment of all costs of operation, maintenance and repairs for such period, and for the payment of the amounts required in such period for interest on and amortization of or redemption of the outstanding indebtedness which was so excluded, or such revenues were deposited in a special fund which was (and will be) used solely for such payments.

VILLAGE OF FREEPORT
Schedule A

Itemized Statement of Outstanding Obligations Sought to be Excluded

(NOTE: Numbers are rounded/denied)

Line of Obligation Name	Orig. Issue Amt. Total Bond	Orig. Issue Amt. Elec. Only	Principal Outstanding as of 12/31/2021	Principal Outstanding as of 5/31/21	Date of Issue	Date of Final Maturity	Interest Rate	Principal Payment Dates	Interest Payment Dates	FY 2024 Debt Service (rounded down) Principal	Interest	Total P-I	Previous Exclusion
313.00 SB 2015 Ref A Public Improvement Refunding (Serial) Bonds - 2015 Series A (SEE NOTE 1) (SEE NOTE 2)	8,390,000	242,806	78,716	51,249	9/30/2015	7/15/2025	2.22%	One odd Int. 15 year then annually on July	Jan 15 and July 15	25,467	1,977	27,444	78,716
331.00 SB 2016 Ref B Public Improvement Refunding (Serial) Bonds - 2016 Series B (Federally Taxable) (SEE NOTE 3)	1,350,000	1,350,000	265,000	-	8/3/2016	5/1/2023	2.12%	One odd Nov. 1 put then annually on May 1	May 1 and Nov. 1	265,000	2,981	267,981	-
334.00 SB 2016 Ref A Public Improvement Refunding (Serial) Bonds - 2016 Series A (SEE NOTE 4)	13,730,000	3,350,010	1,683,435	749,668	8/3/2016	5/1/2028	1.62%	One odd Nov. 1 put then annually on May 1	May 1 and Nov. 1	486,273	69,818	517,091	1,229,161
366.00 SB 2017 Series A Public Improvement (Serial) Bonds - 2017 Series A (SEE NOTE 5)	11,530,500	1,075,000	746,730	598,343	5/2/2017	5/1/2031	2.49%	May 1	May 1 and Nov. 1	72,720	17,635	90,355	674,660
446.00 SB 2019 Series A Public Improvement Serial Bonds - 2019 Series A	5,880,000	150,000	131,505	117,219	4/30/2019	4/15/2037	2.73%	April 15	April 15 and October 15	7,015	3,300	10,315	124,489
492.00 SB 2020 Ref Refunding Serial Bonds - 2020 (Federally Taxable) (SEE NOTE 6)	31,465,000	31,658,000	27,968,400	21,900,000	10/7/2020	5/1/2031	1.46%	One odd Nov. 1 put then annually on May 1	May 1 and Nov. 1	3,019,200	342,898	3,362,098	24,949,200
506.00 SB 2021 Series A Public Improvement Serial Bonds - 2021 Series A (SEE NOTE 7)	7,312,330	695,000	655,000	575,000	4/28/2021	4/15/2037	1.88%	April 15	April 15 and October 15	40,000	12,700	52,700	615,000
509.00 BAN 2021 Series B Bond Anticipation Notes - 2021 Series B (SEE NOTE 8) (SEE NOTE 9)	3,730,500	670,000	-	-	4/28/2021	4/28/2022	0.32%	April 28, 2022	April 28, 2022	-	-	-	-
520.00 BAN 2021 Series D Bond Anticipation Notes - 2021 Series D (SEE NOTE 10)	5,140,075	674,000	-	-	11/16/2021	11/16/2022	0.38%	November 16, 2022	November 16, 2022	-	-	-	-
530.00 SB 2022 Series A Public Improvement Serial Bonds - 2022 Series A (SEE NOTE 9)	2,791,500	420,000	420,000	373,885	04/27/2022	04/15/2036	3.50%	April 15	April 15 and October 15	19,785	21,213	40,998	400,215
533.00 BAN 2022 Series C Bond Anticipation Notes - 2022 Series C (SEE NOTE 11)	8,399,250	600,000	600,000	-	04/27/2022	04/27/2023	2.23%	April 27, 2023	April 27, 2023	-	13,392	13,392	-
544.00 BAN 2022 Series E Bond Anticipation Notes - 2022 Series E (SEE NOTE 10) (SEE NOTE 13)	5,907,825	674,000	674,000	-	11/12/2022	11/15/2023	3.87%	November 15, 2023	November 15, 2023	39,000	33,674	72,674	674,000
561.00 BAN 2023 Series C Bond Anticipation Notes - 2023 Series C (SEE NOTE 12) (SEE NOTE 14)	9,455,000	600,000	600,000	600,000	04/26/2023	04/26/2024	3.57%	April 26, 2024	April 26, 2024	-	-	-	600,000
578.00 BAN 2023 Series E Bond Anticipation Notes - 2023 Series E (SEE NOTE 13)	4,223,670	674,000	655,000	655,000	11/14/2023	11/14/2024	4.23%	November 14, 2024	November 14, 2024	-	-	-	-
588.00 BAN 2024 Series B Bond Anticipation Notes - 2024 Series B (SEE NOTE 14)	12,329,500	600,000	-	565,000	04/25/2024	04/25/2025	3.89%	April 25, 2025	April 25, 2025	-	-	-	-
TOTALS			\$33,223,836	\$29,230,378						\$1,844,460	\$11,728	\$1,856,188	\$29,113,521

NOTE: The Village issued its Public Improvement Refunding (Serial) Bonds - 2015 Series A on September 30, 2015, refunding its Various Purpose Serial Bonds - 2005 Series A. On July 15, 2015 the Village of Freeport made its final payment on its Various Purpose Serial Bonds - 2005 Series A in the amount of \$24,745,18 (P = \$19,335 and I = \$5,410.18)

- 2 Subsequent to the Village's filing of its FY 2016 Debt Exclusion Application, the principal amount of the Village's Public Improvement Refunding (Serial) Bonds - 2015 Series A was reallocated between the Village's General Fund, Water Fund and Electric Fund in conjunction with the completion of the Village's FY 2016 audit. The Electric Fund Portion of the PAR value of the refunding bond was increased from \$23,491 to \$342,808.
- 3 The Village issued its Public Improvement Refunding (Serial) Bonds - 2016 Series B (Federally Taxable) on August 3, 2016, refunding its Electric System Serial Bonds - 2008 Series B (Federally Taxable). The Village expects to make its final payment on the un-refunded portion of the 2008 Series B Bonds (Federally Taxable) on May 1, 2018 in the amount of \$265,750 (P = \$265,000 and I = \$5,750).
- 4 The Village refunded its Public Improvement Refunding (Serial) Bonds - 2016 Series A on August 3, 2016, refunding its Various Purpose Serial Bonds - 2008 Series A and Various Purpose Serial Bonds - 2008 Series C. The Village expects to make its final payment on the un-refunded portion of the 2008 Series A Bonds on May 1, 2018 in the amount of \$331,140 (P = \$334,648 and I = \$6,492). The Village expects to make its final payment on the un-refunded portion of its 2008 Series C Bonds on Oct. 15, 2018 in the amount of \$59,146 (P = \$56,339 and I = \$1,408).
- 5 The Village refunded its 2016 Series C BANS with the issuance of its Public Improvement (Serial) Bonds - 2017 Series A on May 2, 2017 in the principal amount of \$1,075,000 (ELEC. ONLY) having retired \$40,000 in principal towards the purchase of two basket tranches, upon the maturity of its 2016 Series C BANS.
- 6 In October 2020, the Village issued its 2020 REFUNDING SERIAL BONDS (FEDERALLY TAXABLE) in the principal amount of \$32,466,000, refunding \$376,633 of its Public Improvement Refunding (Serial) Bonds - 2011 Series B, (electric portion only) and \$29,455,000 of its Public Improvement Refunding (Serial) Bonds - 2013 Series A.
- 7 The Village refunded its 2020 Series C BANS with the issuance of its Public Improvement Serial Bonds - 2021 Series A on April 28, 2021, in the principal amount of \$695,000 (ELEC. ONLY) having retired \$40,699 in principal, upon the maturity of its 2020 Series C BANS.
- 8 The Village refunded its 2020 Series E BANS with the issuance of its Bond Anticipation Notes - 2021 Series B on April 28, 2021, in the principal amount of \$679,000 (ELEC. ONLY) having retired \$18,810 in principal, upon the maturity of its 2020 Series E BANS.
- 9 The Village refunded its 2021 Series B BANS with the issuance of its Public Improvement Serial Bonds - 2022 Series A on April 27, 2022, in the principal amount of \$420,000 (ELEC. ONLY) having retired \$250,000 in principal, upon the maturity of the 2021 Series B BANS.
- 10 On November 15, 2022, the Village refunded its 2021 Series D BANS with the issuance of its 2022 Series E BANS, in the principal amount of \$674,000 (ELEC. ONLY). No principal was retired in connection with this refunding.
- 11 On April 27, 2022, the Village issued its 2022 Series C BANS in the principal amount of \$600,000 (ELEC. ONLY), providing original financing.
- 12 On April 26, 2023, the Village refunded its 2022 Series C BANS with the issuance of its 2023 Series C BANS, in the principal amount of \$606,000 (ELEC. ONLY). No principal was retired in connection with this refunding.
- 13 On November 14, 2023, the Village refunded its 2022 Series E BANS with the issuance of its 2023 Series E BANS, in the principal amount of \$605,000 (ELEC. ONLY) having retired \$39,000 in principal, upon the maturity of the 2022 Series E BANS.
- 14 On April 25, 2024, the Village refunded its 2023 Series C BANS with the issuance of its 2024 Series B BANS, in the principal amount of \$565,000 (ELEC. ONLY) having retired \$15,000 in principal, upon the maturity of the 2023 Series C BANS.

Current Bills, Accounts, Claims and Demands Unpaid

OBJ	ACCOUNT NAME	
E165	AR CONSUMER BILLING	\$ 7,296,890.96
E165	AR MISC BILLING	\$ 78,738.04
E165	AR DAMAGES	\$ 253,749.81
E165	AR LIPA CONTRACT	\$ 892,391.03
E165	AR TENANT GENERATION	\$ 54,789.00
E165	ACCOUNTS RECEIVABLE OTHER	\$ 110.90
E165	AR DUE FROM CUSTOMER 18A	\$ -
E165	ELEC DUE FR OTHER GOV (FEMA)	\$ -
	FYE 2024	\$ 8,576,669.74

OBJ	ACCOUNT NAME	
E165	AR CONSUMER BILLING	\$ 6,247,106.23
E165	AR MISC BILLING	\$ 36,470.98
E165	AR DAMAGES	\$ 189,564.98
E165	AR LIPA CONTRACT	\$ 207,869.79
E165	AR TENANT GENERATION	\$ 11,096.24
E165	ACCOUNTS RECEIVABLE OTHER	\$ 161,705.99
E165	AR DUE FROM CUSTOMER 18A	\$ -
E165	ELEC DUE FR OTHER GOV (FEMA)	\$ -
	FYE 2023	\$ 6,853,814.21

Account Detail - 785 - Other General Expenses

	FY2023	FY2024
E7850000		
E7851700	104,361.30	107,664.77
E7851710	118,174.70	113,295.00
E7851720	2,911,880.27	3,260,761.62
E7851730	129,012.92	136,428.00
E7851740	2,131.91	-
E7851750	266,088.24	255,402.18
E7851760	397,727.49	455,154.00
E7851770	1,221,040.38	1,040,637.26
E7851780	1,347,266.07	1,382,463.00
E7851800		
E7851810	100,536.30	110,594.00
E7851820		
E7851920	50,279.81	60,644.00
E7851970	797.06	9,629.00
E7852000	24,213.14	24,706.00
E7852050	853.34	29,275.15
E7852060	48,557.42	28,479.65
E7852140	26,792.53	7,349.00
E7853300	1,920.33	
E7854000	178.60	1,507.00
E7855000		658.52
E7856000	5,637.54	54,008.04
E7857000		
	<u>6,757,449.35</u>	<u>7,078,656.19</u>

Net Revenue Tabulations

	ac. Code	Per_PSC Prelim Report for FYE 2/29/24 depr / amort	Per Acct's Rec'd - Sched. B-1.A	Per LFL 123 Application
REVENUE				
Gross Rev		\$43,141,148		\$43,141,148
EXPENSES				
Exp incl depr / amort		\$38,701,386		
depr	717	\$1,274,871		
depr	733	\$365,727		
depr	738	\$145,068		
depr	743	\$651,703		
depr	753	\$128,178		
depr	757	\$30,731		
depr	788	\$89,671		
amort	790	\$89,771		
Total depr / amort		\$2,775,720		
OM&R		\$35,925,666		\$35,925,666
ACCOUNT RECEIVABLES				
Current bills, accounts, Etc.	FY 2024		\$8,576,669	\$8,576,669
Current bills, accounts, Etc.	FY 2023		\$6,853,814	(\$6,853,814)
Total Cost of Op, Main't & Repairs				\$37,648,521
NET REVENUE				\$5,492,627

COMPARATIVE INCOME AND SURPLUS ACCOUNT						
Line No.	Acct No.	Item (a)	Page Ref. (b)	Current Year (c)	Last Year (d)	Increase (Decrease) (e)
1		ELECTRIC OPERATIONS				
2	401	Operating Revenues - Electric	300	\$43,141,148	\$41,822,349	\$1,318,799
3		Operating Expenses - Electric	307	38,701,386	37,690,934	1,010,452
4	403	Taxes - Electric		2,847,000	2,847,000	0
5	404	Uncollectible Revenues - Electric		79,902	123,070	(43,168)
6		Net Operating Revenue - Electric		1,512,860	1,161,345	351,515
7		OTHER OPERATIONS				
8	421	Operating Revenues - Other				0
9	422	Operating Expenses - Other				0
10	423	Taxes - Other				0
11	424	Uncollectible Revenues - Other				0
12		Net Operating Revenue - Other		0	0	0
13		Total Net Operating Revenue		1,512,860	1,161,345	351,515
14		LEASED PROPERTY				
15	431	Rent from Lease of Electric Plant - Credit				0
16	432	Deductions from Rent Revenues - Electric				0
17	433	Rent for Lease of Electric Plant - Debit				0
18		Net Return or Expense - Leased Property - Electric		0	0	0
19	434	Rent from Lease of Other Plant - Credit				0
20	435	Deductions from Rent Revenues - Other				0
21	436	Rent for Lease of Other Plant - Debit				0
22		Net Return or Expense - Leased Property - Other		0	0	0
23		Operating Income		1,512,860	1,161,345	351,515
24		NON-OPERATING INCOME				
25	441	Revenues from Non-Operating Property				0
26	442	Interest Revenues		141,475	1,608	139,867
27	443	Dividend Revenues				0
28	444	Miscellaneous Non-Operating Revenues		342,910	5,375	337,535
29	449	Non-Operating Revenue Deductions				0
30		Total Non-Operating Income		484,385	6,983	477,402
31		Gross Income		1,997,245	1,168,328	828,917
32		INTEREST DEDUCTIONS				
33	451	Interest on Long Term Debt		513,290	626,419	(113,129)
34	452	Miscellaneous Interest Deductions	309	28	190	(162)
35	453	Amortization of Debt Discount and Expense		123,394	114,173	9,221
36	454	Release of Premium on Debt - Credit			0	0
37	455	Interest Charged to Property - Credit	309			0
38	456	Miscellaneous Amortization	309			0
39	459	Contractual Appropriations of Income	309			0
40	460	Miscellaneous Deductions from Income				0
41		Total Interest Deductions		636,712	740,782	(104,070)
42		Net Income		\$1,360,533	\$427,546	\$932,987
SURPLUS (ACCOUNT 281)						
43		Balance at the Beginning of the Year		\$43,966,628	\$45,172,159	(\$1,205,531)
44	501	Balance Transferred from Income		\$1,360,533	\$427,546	\$932,987
45	502	Miscellaneous Credits to Surplus (Detail Below)				\$0
46		Fiscal Year-End adjusting JE's				0
47						0
48	512	Appropriations to Reserves	309			0
49	514	Miscellaneous Debits to Surplus (Detail Below)				0
50		Prior Year PSC report errors			1,633,077	(1,633,077)
51						0
52		Balance at the End of the Year		\$45,327,161	\$43,966,628	\$1,360,533

OPERATING PROPERTY				
1. Show below the required information regarding electric operating property accounts for the year.				
2. Transfers in column (e) should be restricted to entries made during the year to reflect changes in use of plant under circumstances which do not call for retirement accounting. This includes the transfer of plant from one class of utility to another, or between plant accounts within the electric department. Include in this column and clearly indicate as such transfers from subdivisions of accounts temporarily carried for plant in process of reclassification.				
Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)	Retirements (d)
1	(301) Organization	150	\$0	\$0
2	(302) Franchises and Consents	-	-	-
3	(303) Miscellaneous Intangible Plant	3,917,267	-	-
4	(311) Land and Land Rights	71,253	-	-
5	(312) Structures and Improvements	6,897,166	25,740	-
6	(321) Boiler Plant Equipment	-	-	-
7	(322) Engine Driven Generator Units - Steam	-	-	-
8	(323) Turbo-Generators -Steam	-	-	-
9	(324) Accessory Electric Equipment - Steam	-	-	-
10	(325) Misc. Power Plant Equipment - Steam	-	-	-
11	(331) Reservoirs, Dams, and Waterways	-	-	-
12	(332) Roads, Trails and Bridges	-	-	-
13	(333) Water Wheels, Turbines, and Generators	-	-	-
14	(334) Accessory Electric Equipment - Hydro	-	-	-
15	(335) Misc. Power Plant Equipment - Hydro	-	-	-
16	(342) Engine Dr. Gen. Units - Internal Combust.	34,633,186	-	-
17	(344) Accessory El. Eq. - Internal Combust.	9,269,360	52,250	1,991
18	(345) Misc. Pr. Plant Equip. - Internal Combust.	11,259,710	-	-
19	(351) Transmission Roads and Trails	-	-	-
20	(352) Transmission Substation Equipment	15,672,364	-	-
21	(353) Transmission Overhead Conductors	28,896	-	-
22	(354) Transmission Underground Conductors	878,510	-	-
23	(358) Poles, Towers and Fixtures	2,066,406	19,961	5,479
24	(359) Underground Conduits	3,847,876	-	-
25	(361) Distribution Substation Equipment	3,864,964	54,428	-
26	(362) Storage Battery Equipment	-	-	-
27	(363) Distribution Overhead Conductors	4,587,835	46,418	8,176
28	(364) Distribution Underground Conductors	4,538,813	64,508	45,902
29	(365) Line Transformers	5,140,256	32,830	4,653
30	(366) Overhead Services	1,119,424	22,887	8,675
31	(367) Underground Services	1,025,525	15,912	170
32	(368) Consumers' Meters	1,364,137	8,157	-
33	(369) Consumers' Meter Installation	316,326	-	-
34	(370) Other Property on Consumers' Premises	-	-	-
35	(371) Street Lighting and Signal System Equip.	4,096,285	171,178	84,873
36	(381) Office Equipment	1,209,329	-	-
37	(382) Stores Equipment	166,038	-	-
38	(383) Shop Equipment	66,990	-	-
39	(384) Transportation Equipment	2,264,823	-	-
40	(385) Communication Equipment	2,752,136	15,480	-
41	(386) Laboratory Equipment	98,276	-	-
42	(387) General Tools and Implements	60,532	-	-
43	(388) Miscellaneous General Equipment	-	-	-
44	(391) Miscellaneous Tangible Property	-	-	-
45	(392) Undistributed Operating Property	-	-	-
46		-	-	-
47	Total Operating Property - Electric	\$ 121,213,833	\$ 529,749	\$ 159,919
48	(102-			
49	108) Operating Property - Other Departments	\$0		

OPERATING PROPERTY (Continued)

- 3. "Adjustments during the year" should be interpreted to mean entries, if any, made in operating property accounts not to record current transactions but as modification of entries made in prior accounting periods.
- 4. In an attached memorandum explain all entries in column (f).
- 5. In column (i) enter the annual depreciation rate for the continuing property account listed in column (h).
- 6. In column (j) enter the year end balance in the 261 account for the continuing property account listed in column (h).

Transfers (e)	Adjustments (f)	Balance at End of Year (g)	Acct. (h)	Depreciation Reserve		Line No.
				Curr Ann Rate - % (i)	Accr Res (j)	
\$0	\$0	\$150	(301)			1
		0	(302)			2
-	-	3,917,267	(303)		1,829,505	3
-	-	71,253	(311)		3,657	4
-	-	6,922,906	(312)	1.78	6,278,898	5
-	-	-	(321)			6
-	-	-	(322)			7
-	-	-	(323)			8
-	-	-	(324)			9
-	-	-	(325)			10
-	-	-	(331)			11
-	-	-	(332)			12
-	-	-	(333)			13
-	-	-	(334)			14
-	-	-	(335)			15
-	-	34,633,186	(342)	2.30	16,816,748	16
-	-	9,319,619	(344)	2.29	5,953,338	17
-	(1)	11,259,709	(345)	2.46	8,171,933	18
		0	(351)			19
-	-	15,672,364	(352)	2.38	9,154,835	20
-	-	28,896	(353)	2.93	3,738	21
-	-	878,510	(354)	2.86	596,722	22
		2,080,888	(358)	3.92	1,723,684	23
-	1	3,847,877	(359)	2.10	2,212,569	24
-	-	3,919,392	(361)	3.14	2,343,373	25
-	-	-	(362)			26
-	-	4,626,077	(363)	2.75	2,328,635	27
-	-	4,557,419	(364)	2.90	2,629,746	28
-	-	5,168,433	(365)	3.59	3,736,637	29
-	-	1,133,636	(366)	4.96	1,062,930	30
-	-	1,041,267	(367)	3.14	368,510	31
-	-	1,372,294	(368)	3.43	1,175,165	32
-	-	316,326	(369)	3.42	297,271	33
			(370)			34
-	(1)	4,182,589	(371)	4.00	707,750	35
-	1	1,209,330	(381)	6.59	1,225,938	36
-	-	166,038	(382)	3.70	190,380	37
-	-	66,990	(383)	4.09	68,797	38
-	-	2,264,823	(384)	8.32	2,414,356	39
-	-	2,767,616	(385)	3.31	2,381,394	40
-	-	98,276	(386)	3.97	93,046	41
-	-	60,532	(387)	4.28	53,977	42
		0	(388)			43
		0	(391)			44
		0	(392)			45
		0				46
\$ -	\$ -	\$ 121,583,663			\$ 73,823,532	47
			(102-			48
		\$0	108)			49

ELECTRIC OPERATING REVENUES (Account 401)

1. Report below electric operating revenues for the year for each account.
2. Number of customers, columns (l) and (m), should be reported on the number of meters, plus number of flat rate accounts, except that where separate meter readings are added for billing purposes, one customer should be counted for each group of meters so added. The average number of customers means the average of twelve figures at the close of each month. If customer count in the residential and commercial classifications includes customers counted more than once because of special services, indicate in a footnote the number of such customers included in each of the two service classifications.
3. If preceding year columns (i), (k) and (m) are not derived from previously reported figures, explain any inconsistencies.

Line No.	Acct No.	Account Title	Operating Revenues				Number of KWH Sold		Average Number Of Customers Per Month			
			Current Year	Previous Year	Amount for Year	Amount for Previous Year	Number for Year	Number for Pre. Yr.				
(a)	(b)	(c)	Revenues at Base Plus PPAC (d)	Discounts Not Taken Late Charges (e)	Total Revenue for Year (f)	Revenues at Base Plus PPAC (g)	Discounts Not Taken Late Charges (h)	Total Revenue for Previous Year (i)	Amount for Year (j)	Amount for Previous Year (k)	(l)	(m)
		SALES OF ELECTRICITY										
1	601	Residential Sales	\$15,026,027	\$62,911	\$15,088,938	\$14,383,082	\$10,532	\$14,393,614	121,556,125	122,563,352	13,288	13,258
2		DSS Credit			\$0	(342)		(5942)				
3	602	Commercial Sales	12,512,830	35,556	\$12,548,386	12,152,609	7,083	\$12,159,692	110,408,184	111,497,851	1,875	1,801
4	603	Security Lighting	43,904		\$43,904	42,941		\$42,941	196,110	195,385		
5	604	Public Street Lighting - Operating Mun.	1,466,277		\$1,466,277	1,444,336		\$1,444,336	5,256,612	5,258,612	1	1
6	605				\$0			\$0				
7	606	Other Sales to Operating Municipality	1,091,153		\$1,091,153	1,024,349		\$1,024,349	10,193,427	10,223,127	54	48
8	607	Other Sales to Other Public Authorities	98,241		\$98,241	106,862		\$106,862	691,100	816,317	176	176
9	608	Sales to Other Distributors	1,605,756		\$1,605,756	1,437,625		\$1,437,625				
10	608.4	Energy Efficiency-Case #06-E-0911	(248,339)		(\$248,339)	(250,555)		(\$250,555)				
11	608.5	TCC Collection	4,234,788		\$4,234,788	4,234,788		\$4,234,788	\$0	\$0		
12					\$0			\$0				
13		Total Sales	35,830,637	98,467	35,929,104	34,575,695	17,615	34,593,311	248,303,558	250,554,644	15,394	15,284
14												
15		OTHER OPERATING REVENUES										
16												
17	621	Rent From Electric Property	2,438,650		2,438,650	2,437,349		2,437,349				
18		Contract/Shared Revenue	4,506,975		4,506,975	4,637,595		4,637,595				
19	622	Miscellaneous Electric Revenues	266,419		266,419	154,094		154,094				
20					\$0			\$0				
21					\$0			\$0				
22					\$0			\$0				
23		Total Other Operating Revenues	7,212,044	0	7,212,044	7,229,038	0	7,229,038				
24		Total Electric Operating Revenues	\$43,042,681	\$98,467	\$43,141,148	\$41,804,733	\$17,615	\$41,822,348				

\$35,830,637
1,605,756.00
\$37,436,393

BILLING ROUTINE - ELECTRIC
Report the following information in days for Accounts 601 AND 602
1. The period for which bills are rendered.
2. The period between the data meters are read and the date customers are billed.
3. The period between the billing date and the date on which discounts are forfeited.

Footnotes:
SIXTY ROUTES ARE MAINTAINED BY THE ELECTRIC DEPARTMENT. METERS CONTAINED IN ONE OR MORE ROUTES ARE READ EACH WORKING DAY.
ALL ROUTES ARE READ WITHIN THE MONTH AND BILLED FOR THAT MONTH. IN INSTANCES WHEN ADMITTANCE TO PREMISES IS NOT POSSIBLE ESTIMATED BILLS ARE PREPARED. BILL SUBMITTED TO CUSTOMERS LESS THEN A WEEK AFTER READING THROUGH FEBRUARY 28, 2017.
Customers taking service under Classification No. 1 or No.2 who own or operate solar or wind electric generating equipment will be reviewed as per Leaf 58.1 and 61.1 of P.S.C. No 9 Electricity.
For Fiscal Year End 2/29/2016, no adjustments have been applied to customer accounts.
Starting with fiscal year 2014, the Village of Freeport began collecting from customers on a per Kwh basis the cost of the Transmission Congestion Contracts (TCC). Revenues shown above in the different blocks, include the cost recovery of the TCC. However, account 608.4 shows the subtraction of the cost recovery that has been previously reported as revenue.

OPERATING EXPENSES - ELECTRIC

1. Enter in the space provided the operation and maintenance expenses for the year and previous year.
2. Designation in Class columns indicate the accounts applicable to each class of utilities.

LINE NO.	ACCOUNT (a)			AMOUNT FOR	AMOUNT FOR
		C	D	CURRENT YEAR (b)	PREVIOUS YEAR (c)
1	701. Supervision and Labor	x	x		
2					
3	702. Power Plant Supplies and Expense		x		
4	702.1 Fuel	x			
5	702.2 Water	x			
6	702.3 Miscellaneous Supplies and Expense	x			
7	703. Repairs to Power Plant	x	x		
8	704. Steam from Other Sources	x	x		
9	705. Steam Transferred - Cr	x	x		
10	706. Depreciation of Power Plant	x	x		
11	707. Production Rents	x	x		
12					
13	Total Electric Generation - Steam Power			0	0
14					
15	708. Supervision and Labor	x	x		
16	709. Power Plant Supplies and Expense		x		
17	709.1 Water for Power	x			
18	709.3 Miscellaneous Supplies and Expenses	x			
19	710. Repairs to Power Plant	x	x		
20	711. Depreciation of Power Plant	x	x		
21	712. Production Rents	x	x		
22					
23	Total Electric Generation-Hydraulic Power			0	0
24					
25	713. Supervision and Labor	x	x	1,838,982	1,847,592
26	714. Power Plant Supplies and Expenses		x		
27	714.1 Engine Fuel	x		239,956	606,495
28	714.3 Miscellaneous Supplies and Expenses	x		737,310	701,362
29	715. Repairs to Power Plant	x	x	1,098,282	739,874
30	716. Gas for Power	x	x	3,936,370	3,938,083
31					
32	717. Depreciation of Power Plant	x	x	1,274,871	1,386,148
33					
34	718. Production Rents	x	x	503,694	503,694
35	719. Security			199,271	196,032
36	Total Electric Generating Int. Comb. Engine Power			9,828,736	9,719,280
37					
38	721. Electricity Purchased	x	x	15,276,845	14,423,991
39					
40	722. Purchased Electricity Expense	x	x	105,966	87,775
41	726. Production Expense Transferred - Cr.	x	x		
42	729. Duplicate Production Charges - Cr.	x	x		
43					
44	Total Other Production Expense			15,382,811	14,511,766
45					
46	Total Production Expense			25,211,547	24,231,046
47					
48	731. Transmission System Operation		x		
49	731.1 Transmission Supervision & Eng.	x			
50	731.2 Operation of Transmission Substations	x		138,791	117,253
51	731.4 Operation of Transmission System	x			
52	732. Repairs to Transmission System	x	x	711	434
53	733. Depreciation of Transmission Property	x	x	365,727	398,974
54	734. Transmission Rents	x	x		
55					
56	Total Transmission Expense			505,229	516,661
57					
58	736. Repairs to Poles, Towers and Fixtures	x	x	65	1,388
59	737. Repairs to Underground Conduits	x	x	3,904	
60	738. Depreciation of Poles, Towers, Fixtures & Conduit	x	x	145,068	157,570
61					
62	Total Maint. Poles, Towers, Fixtures & Conduits			149,037	158,958
63					
64	Total acct. 701 to 738 carried forward			25,865,813	\$24,906,665

Generation loss

OPERATING EXPENSES - ELECTRIC (Continued)					
LINE NO.	ACCOUNT (a)	Class		AMOUNT FOR CURRENT YEAR (b)	AMOUNT FOR PREVIOUS YEAR (c)
		A,B C	D		
1	Account 701 to 738 Carried forward			25,865,813	\$24,906,665
2					
3	741. Distribution System Operation		x		
4	741.1 Distribution Super. and Engineering	x		64,420	73,347
5	741.2 Operation of Distribution Substations	x		13,757	10,179
6	741.3 Operation of Storage Batteries	x			
7	741.4 Operation of Distribution Lines	x		882,449	1,019,497
8	741.5 Operation of Consumers' Meters	x		124,703	118,523
9	741.6 Service on Consumers Premises	x		56,990	55,353
10	742. Repairs to Distribution System		x		
11	742.1 Repairs to Distribution Structure and Equipment	x		0	
12					
13	742.4 Repairs to Overhead Distribution Cond.	x		21,629	32,021
14					
15	742.5 Repairs to Underground Dist. Cond.	x		2,082	256
16	742.6 Repairs to Line Transformers	x		4,402	11,394
17	742.7 Repairs to Services	x		46,958	26,758
18	742.8 Test and Repairing Consumers' Meters	x		2,445	6,597
19	742.9 Repairs to Other Property on Cons. Premises	x			
20	743. Depreciation of Distribution Property	x	x	651,703	702,518
21	744. Distribution Rents	x	x		
22					
23	Total Distribution Expense			1,871,538	2,056,442
24					
25	752. Repairs to Street Lighting & Sig Sys Equipment		x	136,578	115,619
26	753. Depreciation of Street Lighting & Sig Sys Equip	x		128,178	137,232
27		x			
28	757.1 Fiber Optics Depreciation	x	x	30,731	33,120
29	757.2 Fiber Optics Repairs and Maintenance	x	x	90,940	62,599
30					
31					
32	Total Street Lighting & Signal System Expense			386,427	348,570
33					
34	761. Consumer Accounting and Collection Labor & Sup	x	x	867,337	809,093
35					
36	764. Consumer Accounting and Collection Rents	x	x		
37					
38	Total Customer Accounting & Collection Expense			867,337	809,093
39					
40	771. Sales Labor and Supplies	x	x		
41	772. Appliance Selling and Jobbing	x	x		
42	774. Sales Department Rents	x	x		
43					
44	Total Sales Expense			0	0
45					
46	781. General Office Salaries and Expense	x	x	1,834,610	1,803,116
47					
48	782. Management Service	x	x	51,683	64,016
49	783. Insurance, Injuries and Damages	x	x	582,929	583,096
50	784. Regulatory Commission Expense	x	x	123,707	90,716
51	785. Other General Expense	x	x	6,876,016	6,792,404
52	786. General Rents	x	x	48,570	48,570
53	787. Repairs to General Property	x	x	13,314	12,500
54	788. Depreciation of General Property	x	x	89,671	97,814
55					
56	789. Deferred Retirement Losses	x	x	-	-
57					
58	790. Amortization of Intangible Property	x	x	89,771	97,932
59	791. Franchise Requirements	x	x		
60	792. Miscellaneous Expenses Transferred - Cr.	x	x		
61					
62	793. Duplicate Miscellaneous Charges Transferred - Cr	x	x		
63					
64	Total Admin. and General Expenses			9,710,271	9,570,163
65					
66	Total Operating Expense - Electric			38,701,386	37,690,934

58543.1608 643974.769

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

AGENDA

BOARD OF TRUSTEES' MEETING

May 20, 2024

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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