

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      July 29, 2024**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from July 15, 2024.
- b) Request approval of the Board of Trustees' special meeting minutes from July 15, 2024.
- c) Request approval of the Board of Trustees' Dangerous/Nuisance minutes from July 15, 2024.
- d) Request approval of a block party permit application, submitted by Mark Rose, to hold a block party on Shelly Street between S. Bayview Avenue and Westend Avenue on August 3, 2024 (rain date: August 10, 2024), from 4:00 P.M. to 10:00 P.M.
- e) Request approval of a public assembly permit application, submitted on behalf of the Nassau County Legislature, to hold the 2024 National Night Out, at Bishop Frank O. White Park, on August 6, 2024 (no rain date), from 4:00 P.M. to 7:30 P.M.
- f) Request approval of a block party permit application, submitted by Lisa Noe, to hold a block party at the dead end of Florence Avenue and Brunella Street, on August 10, 2024, from 4:00 P.M. to 10:00 P.M.
- g) Request approval of a public assembly permit application, submitted on behalf of the Spanish Evangelical Church to hold a public assembly in the LIRR Parking lot, on August 11 and August 25, 2024, from 10:00 A.M. to 2:00 P.M.
- h) Request approval of a block party permit application, submitted by Troy Matthews, to hold a block party on Forest Avenue between N. Main Street and Ellison Avenue, on August 31, 2024 (rain date: September 7, 2024), from 2:00 P.M. to 8:00 P.M.
- i) Request approval of a block party permit application, submitted by Ashley Codrington, to hold a block party on Sagamore Street between Seaman Avenue and Bedford Avenue, on September 2, 2024, from 4:00 P.M. to 10:00 P.M.
- j) Request approval of the public assembly permit application, submitted on behalf of the Freeport Memorial Library, to hold a Fall Festival on Saturday, October 26, 2024, from 10:00 A.M. to 4:00 P.M., occupying various areas of the library grounds.

**2. ELECTRIC DEPARTMENT – Anthony Fiore**

- a) Request to approve Doble Engineering Company, 123 Felton Street, Marlborough, Massachusetts, 01752 as the sole source provider of MTS-5100 Protection Relay Test System.
- b) Request approval of the purchase of the MTS-5100 Protection Relay Test System for a cost of \$55,000.

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

- c) Retroactive approval of the agreement with The Roffe Group of Robinson + Cole, 111 Washington Avenue, Third Floor, Albany, New York 12210, in relation to the New York Association of Public Power (NYAPP), from March 1, 2024 through February 28, 2025, for a cost of \$14,100 plus 23.5% expenses incurred.

**3. FIRE DEPARTMENT – Raymond F. Maguire**

- a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Akil Mitchell, Hose Co. #4.
- b) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to William Perry, Truck Co.
- c) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Michael Cruz, Truck Co.
- d) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Dante Jemison, Truck Co.

**4. POLICE DEPARTMENT – Michael J. Smith**

- a) Request to advertise a request for proposal for “Cameras for Nautical Mile Esplanade” in the Freeport Herald on August 1, 2024, with a return date of August 23, 2024.

**5. VILLAGE CLERK – Pamela Walsh Boening**

- a) Request approval of the Use and Dissemination Agreement with the NYS Division of Criminal Justice Services (DCJS) 80 South Swan Street, Albany, New York 12210, for fingerprint submissions.

**COMMENTS PERMITTED ON AGENDA ITEMS**

**&**

**GENERAL PUBLIC COMMENTS**

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

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 23, 2024

**RE:** Block Party Permit  
Applicant: Mark Rose  
Date: August 3, 2024  
Rain Date: August 10, 2024  
Location: Shelley Street between S. Bayview Avenue and Westend Avenue  
Time: 4:00 P.M. to 10:00 P.M.

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Attached is a Block Party Permit Application submitted Mark Rose, 3 Shelley Street, to hold a Block Party on August 3, 2024 (rain date: August 10, 2024), on Shelly Street, between S. Bayview Avenue and Westend Avenue (with an additional barricade placed at Gerald Avenue) from 4:00 P.M. to 10:00 P.M. Approximately 70 individuals will be attending this event.

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

  
Pamela Walsh Boening  
Pamela Walsh Boening  
Village Clerk  
Attachments

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

DATE OF APPLICATION: 8/12/24 2024 JUL 12 P 4: 27

DESCRIBE EVENT AND PURPOSE: Block Party  
Additional Barricade Needed (Gerald & Shelley) - 1

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

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

LOCATION OF EVENT: Shelley st Between S. Bayview Ave and Westland Ave

NO. PARTICIPANTS EXPECTED: 70 NO. OF RESIDENCES ON BLOCK: \_\_\_\_\_ VERIFIED BY \_\_\_\_\_

NAME OF CONTACT/ORGANIZATION: Mark Rose

ADDRESS: 3 Shelley St. TEL NO. 516 250 4390

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

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

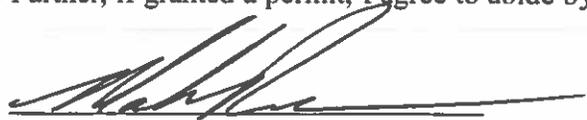
<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
✓ Jamie DeFreitas	4 Shelley St	Jamie DeFreitas
✓ Carl Jenkins	8 Shelley St	Carl Jenkins
✓ Yvonne McDougall	11 Shelley St	Yvonne McDougall
✓ B. DiVanna	16 Shelley St	B. DiVanna
✓ Iwona Calinde	28 Shelley St	Iwona Calinde
✓ Jessica Romero	30 Shelley St.	J. Romero
Sandy Klusner	35 Shelley St	Sandy Klusner

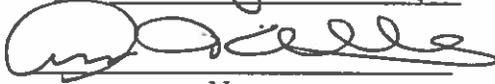
**Fees:**

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 MARK ROSE acting as an authorized representative of Shelley st Freeport 10. 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 10<sup>th</sup>  
day of July 2024  
  
Notary

ANN KROLIKOWSKI  
Notary Public, State of New York  
Reg. No. 01KR6323053  
Qualified in Nassau County  
Commission Expires April 13, 2027

Add more signatures below if required:

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

Smart Reporting

System Alerts

Parcel Assessment Report

Property Name: 23

Address: 3 SHELLEY ST 129

City: FREEPORT NY 11520

County: CLS: 210.01

Parcel ID: 54-32629

Blotting ID: 102149

Owner Name: 13, 134, 136

Showing 1 of 1 properties

Property Address: CONT 3 SHELLEY ST 129

In Care of: 117 Ave

Tax Parcel ID: 99 91 93

Available Reports: 156

Assessor's Parcel Assessment: 162

173 Run Report

Layers: 7

Basemaps

Buffer

Measure: 3089

Redline

Printing

Printing Template

Select Print Template

Smart Reporting

Structure Valuation: 108

Building Value: 4167.00

Assessment Date: 02/28/2013

Land Valuation: 108

Lot Size: DIMEN: 100.00 X 87.00

Remarks: 197-068-28-35

175 COUNTY CLS: 210.01

18- Land Value: \$ 1398.00

521- Total Value: \$585.00

142- 143- 144- 145- 146- 147- 148- 149- 150- 151- 152- 153- 154- 155- 156- 157- 158- 159- 160- 161- 162- 163- 164- 165- 166- 167- 168- 169- 170- 171- 172- 173- 174- 175- 176- 177- 178- 179- 180- 181- 182- 183- 184- 185- 186- 187- 188- 189- 190- 191- 192- 193- 194- 195- 196- 197- 198- 199- 200- 201- 202- 203- 204- 205- 206- 207- 208- 209- 210- 211- 212- 213- 214- 215- 216- 217- 218- 219- 220- 221- 222- 223- 224- 225- 226- 227- 228- 229- 230- 231- 232- 233- 234- 235- 236- 237- 238- 239- 240- 241- 242- 243- 244- 245- 246- 247- 248- 249- 250- 251- 252- 253- 254- 255- 256- 257- 258- 259- 260- 261- 262- 263- 264- 265- 266- 267- 268- 269- 270- 271- 272- 273- 274- 275- 276- 277- 278- 279- 280- 281- 282- 283- 284- 285- 286- 287- 288- 289- 290- 291- 292- 293- 294- 295- 296- 297- 298- 299- 300- 301- 302- 303- 304- 305- 306- 307- 308- 309- 310- 311- 312- 313- 314- 315- 316- 317- 318- 319- 320- 321- 322- 323- 324- 325- 326- 327- 328- 329- 330- 331- 332- 333- 334- 335- 336- 337- 338- 339- 340- 341- 342- 343- 344- 345- 346- 347- 348- 349- 350- 351- 352- 353- 354- 355- 356- 357- 358- 359- 360- 361- 362- 363- 364- 365- 366- 367- 368- 369- 370- 371- 372- 373- 374- 375- 376- 377- 378- 379- 380- 381- 382- 383- 384- 385- 386- 387- 388- 389- 390- 391- 392- 393- 394- 395- 396- 397- 398- 399- 400- 401- 402- 403- 404- 405- 406- 407- 408- 409- 410- 411- 412- 413- 414- 415- 416- 417- 418- 419- 420- 421- 422- 423- 424- 425- 426- 427- 428- 429- 430- 431- 432- 433- 434- 435- 436- 437- 438- 439- 440- 441- 442- 443- 444- 445- 446- 447- 448- 449- 450- 451- 452- 453- 454- 455- 456- 457- 458- 459- 460- 461- 462- 463- 464- 465- 466- 467- 468- 469- 470- 471- 472- 473- 474- 475- 476- 477- 478- 479- 480- 481- 482- 483- 484- 485- 486- 487- 488- 489- 490- 491- 492- 493- 494- 495- 496- 497- 498- 499- 500- 501- 502- 503- 504- 505- 506- 507- 508- 509- 510- 511- 512- 513- 514- 515- 516- 517- 518- 519- 520- 521- 522- 523- 524- 525- 526- 527- 528- 529- 530- 531- 532- 533- 534- 535- 536- 537- 538- 539- 540- 541- 542- 543- 544- 545- 546- 547- 548- 549- 550- 551- 552- 553- 554- 555- 556- 557- 558- 559- 560- 561- 562- 563- 564- 565- 566- 567- 568- 569- 570- 571- 572- 573- 574- 575- 576- 577- 578- 579- 580- 581- 582- 583- 584- 585- 586- 587- 588- 589- 590- 591- 592- 593- 594- 595- 596- 597- 598- 599- 600- 601- 602- 603- 604- 605- 606- 607- 608- 609- 610- 611- 612- 613- 614- 615- 616- 617- 618- 619- 620- 621- 622- 623- 624- 625- 626- 627- 628- 629- 630- 631- 632- 633- 634- 635- 636- 637- 638- 639- 640- 641- 642- 643- 644- 645- 646- 647- 648- 649- 650- 651- 652- 653- 654- 655- 656- 657- 658- 659- 660- 661- 662- 663- 664- 665- 666- 667- 668- 669- 670- 671- 672- 673- 674- 675- 676- 677- 678- 679- 680- 681- 682- 683- 684- 685- 686- 687- 688- 689- 690- 691- 692- 693- 694- 695- 696- 697- 698- 699- 700- 701- 702- 703- 704- 705- 706- 707- 708- 709- 710- 711- 712- 713- 714- 715- 716- 717- 718- 719- 720- 721- 722- 723- 724- 725- 726- 727- 728- 729- 730- 731- 732- 733- 734- 735- 736- 737- 738- 739- 740- 741- 742- 743- 744- 745- 746- 747- 748- 749- 750- 751- 752- 753- 754- 755- 756- 757- 758- 759- 760- 761- 762- 763- 764- 765- 766- 767- 768- 769- 770- 771- 772- 773- 774- 775- 776- 777- 778- 779- 780- 781- 782- 783- 784- 785- 786- 787- 788- 789- 790- 791- 792- 793- 794- 795- 796- 797- 798- 799- 800- 801- 802- 803- 804- 805- 806- 807- 808- 809- 810- 811- 812- 813- 814- 815- 816- 817- 818- 819- 820- 821- 822- 823- 824- 825- 826- 827- 828- 829- 830- 831- 832- 833- 834- 835- 836- 837- 838- 839- 840- 841- 842- 843- 844- 845- 846- 847- 848- 849- 850- 851- 852- 853- 854- 855- 856- 857- 858- 859- 860- 861- 862- 863- 864- 865- 866- 867- 868- 869- 870- 871- 872- 873- 874- 875- 876- 877- 878- 879- 880- 881- 882- 883- 884- 885- 886- 887- 888- 889- 890- 891- 892- 893- 894- 895- 896- 897- 898- 899- 900- 901- 902- 903- 904- 905- 906- 907- 908- 909- 910- 911- 912- 913- 914- 915- 916- 917- 918- 919- 920- 921- 922- 923- 924- 925- 926- 927- 928- 929- 930- 931- 932- 933- 934- 935- 936- 937- 938- 939- 940- 941- 942- 943- 944- 945- 946- 947- 948- 949- 950- 951- 952- 953- 954- 955- 956- 957- 958- 959- 960- 961- 962- 963- 964- 965- 966- 967- 968- 969- 970- 971- 972- 973- 974- 975- 976- 977- 978- 979- 980- 981- 982- 983- 984- 985- 986- 987- 988- 989- 990- 991- 992- 993- 994- 995- 996- 997- 998- 999- 1000

# 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 Mark Rose 3 Shelly St.

Freeport New York 11520 516-250 4390  
City State Zip Telephone #

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

BLOCK PARTY ON: SHELLY STREET FROM S. BAYVIEW AVE. TO WESTEND AVE.

DATE: SATURDAY, AUGUST 3<sup>RD</sup>, 2024 Time: 4:00 P.M. TO 10:00 P.M.

RAIN DATE: SATURDAY AUGUST 10<sup>TH</sup>, 2024

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. Use of Vendors or sale of products and/or services is strictly prohibited

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 Assistant Chief Michael Williams 07/23/2024  
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, New York 11520**  
**(516) 378-0700 Fax (516) 377-2432**

**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Asst. Chief Michael Williams  
**DATE:** July 23, 2024  
**RE:** Block Party – Shelly Street between S. Bayview Ave. and Westend Ave.

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

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

Thank you,



**Michael Williams**  
Assistant Chief of Police

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

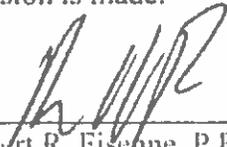
TO: Pamela Walsh Boening, Village Clerk  
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works  
DATE: July 16, 2024  
RE: Block Party Application – Mark Rose

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RE: Block Party Permit Application  
Applicant: Mark Rose  
Date: Saturday, August 3, 2024  
Rain Date: Saturday, August 10, 2024  
Location: Shelley Street between S. Bayview Avenue and Westend Avenue  
Time: 4:00 P.M. – 10:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Mark Rose. 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**

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**From:** Raymond Maguire  
**Sent:** Monday, July 15, 2024 4:16 PM  
**To:** Pamela Boening  
**Subject:** RE: 8.3.2024 BLOCK PARTY SHELLEY STREET

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 vast, so even more attention to access must be maintained by the participants. The applicants and participants must be cognizant of the need for emergency vehicles to enter the area.

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

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

Ray Maguire

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

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Monday, July 15, 2024 11:59 AM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaiguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Barbara Sakovich <btvillageoffice@gmail.com>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** 8.3.2024 BLOCK PARTY SHELLEY STREET

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 23, 2024

**RE:** Carnival/Festival/Bazaar  
Organization: Nassau County Legislature  
Date: August 6, 2024  
Rain Date: None  
Time: 4:00 P.M. – 7:30 P.M.  
Set Up Time: 3:30 P.M.  
Location: Bishop Frank O. White Park

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Attached is a copy of a public assembly application, submitted by on behalf of the Nassau County Legislature, to hold the 2024 National Night Out, on Tuesday, August 6, 2024 (no rain date) at Bishop Frank O. White Park from 4:00 P.M. to 7:30 P.M. Approximately 200-300 individuals will attend the event.

This application is pending the submission of the proper insurance.

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

  
Pamela Walsh Boening  
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?

ONLY Portion

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.

N/A

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

—

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.

—

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

Large Picnic Area and Surroundings

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? 200-300 over the course of the day.

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

—

- 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.  
 - Requesting Freeport police and Fire department presence  
 Police cars and 1 Fire truck for display for the kids.
- 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:        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: YES
- M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.  
NO

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

  
 Signature

Sworn to before me this  
15<sup>th</sup> day of July, 2025

Michele M. Darcy  
 NOTARY PUBLIC

MICHELE M. DARCY  
 NOTARY PUBLIC, STATE OF NEW YORK  
 NO. 02DA6423121  
 QUALIFIED IN NASSAU COUNTY  
 MY COMMISSION EXPIRES OCTOBER 4, 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.**



**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

Michael Smith  
Chief of Police

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

**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Assistant Chief, Michael G. Williams  
**DATE:** July 22, 2024  
**RE:** 2024 National Night Out at Bishop Frank O. White Park, 100 Parsons Ave. Freeport, NY

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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 police overtime incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Michael G. Williams  
Assistant Chief of Police

# 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 N.C. Legislator Seth Koslow 1550 Franklin Ave.

Organization Name

Mineola

New York

11501

516-571-6205

City

State

Zip

Tel#

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

**Event:** 2024 National Night Out

**Location:** Bishop Frank O. White Park @ 100 Parsons Ave. Freeport, NY

**Date:** August 06, 2024

**Time:** 4:00 P.M.- 7:00 P.M.

Set Up @ 3:30 P.M.

**Rain Date:** None

1. The applicant will host "National Night Out" from 4:00-7:00 P.M. at Bishop Frank O. White Park.
2. The applicant shall have access to utilize the large picnic grounds and surrounding area.
3. Assorted vendors, booths and kiosk may be present at the event. 200 to 300 people may be in attendance throughout the time of the event.
4. All Village of Freeport Parking Restrictions will remain in effect.
5. The applicant and participants are not permitted to block any roadways. Barricades will be utilized where necessary to surround the event.
6. The applicant is responsible for ensuring that the event will cease promptly at 7:30 P.M..
7. The applicant is responsible for the clean up of the park after the event. Said clean up shall include but is not limited to removing any and all debris, rubbish and trash from the property.

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

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

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

Issued by

Asst. Chief

Michael G. Williams

Rank

Name

Signature

July 22, 2024

Date

CC to: X Mayor

X Village Attorney

X Fire Chief

X Public Works

X Postmaster

   Affected Public Transportation Utilities

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

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TO: Pamela Walsh Boening, Village Clerk

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

DATE: July 17, 2024

RE: Carnival/Festival/Bazaar Public Assembly Permit Application

Organization:	Nassau County Legislature
Applicant:	Legislator Seth I. Koslow
Date:	Tuesday, August 6, 2024
Rain Date:	None
Time:	4:00 pm – 7:30 pm
Set-up Time:	3:30 pm
Location:	Bishop Frank O. White Park

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I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Legislator Seth I. Koslow on behalf of Nassau County Legislature to hold the 2024 National Night Out.

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.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

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**From:** Raymond Maguire  
**Sent:** Wednesday, July 17, 2024 11:54 AM  
**To:** Pamela Boening  
**Subject:** RE: 8.6.2024 National Night Out - Bishop Frank O. White Park

I have reviewed the Public Assembly Permit application for August 6, 2024 (Rain Date: None)

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

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

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

Ray Maguire

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

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, July 16, 2024 4:54 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Jon Henry <jhenry@freeportny.gov>  
**Subject:** 8.6.2024 National Night Out - Bishop Frank O. White Park

Please send recommendation.

## **Pamela Boening**

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**From:** Christine Maguire  
**Sent:** Thursday, July 25, 2024 2:49 PM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 8.24.2024 and 8.25.2024 Public Assembly Permit

The insurance is approved for the 8/24 and 8/25 church services

Regards,

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

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, July 25, 2024 1:00 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** 8.24.2024 and 8.25.2024 Public Assembly Permit

Please send recommendation.

## **Pamela Boening**

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**From:** Elizabeth Comerford  
**Sent:** Wednesday, July 17, 2024 8:47 AM  
**To:** Pamela Boening  
**Subject:** RE: 8.6.2024 National Night Out - Bishop Frank O. White Park

All good. This event has been added to our calendar.

Thanks,

*Liz Comerford*  
*Freeport Recreation Center*  
*516-377-2311*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, July 16, 2024 4:54 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Jon Henry <jhenry@freeportny.gov>  
**Subject:** 8.6.2024 National Night Out - Bishop Frank O. White Park

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 23, 2024

**RE:** Block Party Permit

Applicant: Lisa Noe

Date: August 10, 2024

Rain Date: None

Location: Brunella Street at the dead end of Florence Avenue & Brunella Street.

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

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Attached is a Block Party Permit Application submitted Lisa Noe, 4 Brunella Street, to hold a Block Party on August 10, 2024 (no rain date), at the dead end of Florence Avenue and Brunella Street, from 4:00 P.M. to 10:00 P.M. Approximately 50 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

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

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: 7/17/24

DESCRIBE EVENT AND PURPOSE: Graduation Party

DATE OF EVENT: 8/10/24 RAIN DATE: \_\_\_\_\_

TIME: FROM 8:00 TO 10:00 (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Dead End - Brunella St Between Florence and Brunella

NO. PARTICIPANTS EXPECTED: 50 NO. OF RESIDENCES ON BLOCK: 4 VERIFIED BY pub

NAME OF CONTACT/ORGANIZATION: Lisa Noel

ADDRESS: 4 Brunella St TEL NO. 516-851-3056

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

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

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Rob Zecher</u>	<u>57 Florence Ave</u>	<u>[Signature]</u>
<u>TEODORCE MUSAT</u>	<u>5 BRUNELLA ST.</u>	<u>[Signature]</u>
<u>Donna Marzachi</u>	<u>10 Brunella St.</u>	<u>[Signature]</u>
<u>SIA Demberio</u>	<u>17 Brunella</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VILLAGE OF FREEPORT, NY  
 CLERK'S OFFICE

2024 JUL 22 A 10:22

RECEIVED

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

**Fees:**

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

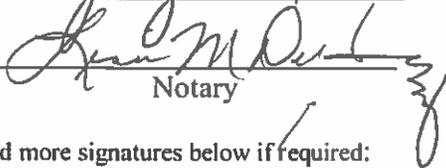
**Affirmation of Understanding and Awareness:**

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

  
 Applicant's signature

Sworn to before me this 22

day of July 2024

  
 Notary

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

Add more signatures below if required:

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



# 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 Lisa Noe 4 Brunella Street

Freeport New York 11520 516-851-3056  
City State Zip Telephone #

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

BLOCK PARTY ON: FLORENCE AVE WEST OF BRUNELLA AVE.

DATE: SATURDAY, AUGUST 10<sup>TH</sup>, 2024 Time: 4:00 P.M. TO 10:00 P.M.

RAIN DATE: N/A

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. Use of Vendors or sale of products and/or services is strictly prohibited

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 Assistant Chief Michael Williams  07/24/2024  
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, New York 11520  
(516) 378-0700 Fax (516) 377-2432

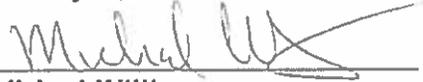
TO: Pamela Walsh Boening, Village Clerk  
FROM: Asst. Chief Michael Williams  
DATE: July 23, 2024  
RE: Block Party – Florence Ave. west of Brunella Ave.

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

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

Thank you,

  
\_\_\_\_\_  
Michael Williams  
Assistant Chief of Police

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

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TO: Pamela Walsh Boening, Village Clerk  
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works  
DATE: July 22, 2024  
RE: Block Party Application – Lisa Noe

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RE: **Block Party Permit Application**  
Applicant: Lisa Noe  
Date: Saturday, August 10, 2024  
Rain Date: None  
Location: Brunella Street at the dead end of Florence Avenue and Brunella Street  
Time: 4:00 P.M. – 10:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Lisa Noe. 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**

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**From:** Raymond Maguire  
**Sent:** Monday, July 22, 2024 2:03 PM  
**To:** Pamela Boening  
**Subject:** RE: 8.10.2024 Block Party Brunella and Florence

I have reviewed the Public Assembly Permit application for August 10, 2024 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant indicates that they will be utilizing the eastern most dead end section of Florence Ave. They do not indicate that they will be blocking any streets, except this area. 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:** Monday, July 22, 2024 11:36 AM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Barbara Sakovich <btvillageoffice@gmail.com>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** 8.10.2024 Block Party Brunella and Florence

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 24, 2024

**RE:** Public Assembly

Organization:	Spanish Evangelical Church	
Dates:	August 11, 2024	10:00 A.M. to 2:00 P.M
	August 25, 2024	10:00 A.M. to 2:00 P.M.
Location:	LIRR Parking Lot	

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Attached is a copy of a public assembly application, submitted on behalf of the Spanish Evangelical Church, to hold services on the following Sundays: August 11, 2024 and August 25, 2024, from 10:00 A.M. to 2:00 P.M., occupying a portion of the east side of the LIRR parking lot (schematic attached). A 8' X 20' stage will be located on the east side of the parking field. There will be six stations set up on the east side and west side of the parking lot. Approximately 100 will attend these events.

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



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?

We will ONLY use a portion of the width of the property

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.

We will not have any sort of rides or inflatables

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

We will have six station with canned food, chips bottled water, juice / space for 10x10 tents for five tents

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.

We will have a stage mobile size: 8x20  
the church members will take their cars and that's about 40 cars

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

Approximately 200x200

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

No Animals

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

We are a church and expect like less than 100 people

H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing. No portable toilets

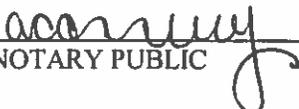
• we will have trash bags in different station

- 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. We will have Certified Chaplins
- 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 required
- 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:  
Signs that speak about Jesus and they will be held
- 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 17th day of July, 20 24

  
NOTARY PUBLIC

**ANOLMIA DIAMOND CONNELLY**  
Notary Public - State of New York  
No. 01CO0019914  
Qualified in Nassau County  
My Commission Expires January 16, 20 28

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

## Insurance Requirement Notice:

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

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

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

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

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

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

### Insurance Requirement Notice (continued):

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

Sign: (Name of representative and company name)

Date: \_\_\_\_\_

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

Signature \_\_\_\_\_  
Applicant

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary

Application Approved: \_\_\_\_\_ Application Denied: \_\_\_\_\_

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



# Spanish Evangelical Church

404 N. Main Street, Freeport, New York 11520

Tel: (516) 771-7982

Vilma Bustamante  
Pastor

07/11/2024

Spanish Evangelical Church, agrees to defend and indemnify and save the Inc. Village of Freeport, it employee and elected and appointed officials against loss and expenses by reason of liability imposed by laws upon the village or damage because of bodily injuries, including death at any time resulting there from sustained by any person or persons including employees or an account of damage to property, including loss of use there arising out of or in consequence of use of a portion of the LIRR portion lot Freeport, by the Spanish Evangelical Church, whether or not such injury to persons or damage to property are damage or claim to be due to any negligence Spanish Evangelical Church of Spanish Evangelical Church their employee or agents.

Sigh: Vilma Bustamante, Spanish Evangelical Church

Date: 7/11/24

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

signature: *Vilma Bustamante*  
Applicant

Sworn to before me this 11<sup>th</sup>

Day of July 20 24

**ANOLVIA DIAMOND CONNELLY**  
Notary Public - State of New York  
No. 01CO0019914  
Qualified in Nassau County  
My Commission Expires January 16, 20 28

*ANOLVIA DIAMOND CONNELLY*  
Notary

Applicant approved: \_\_\_\_\_ application Denied \_\_\_\_\_

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





THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

July 11, 2024

Village of Freeport  
46 N OCEAN AVE  
FREEPORT NY 11520-3023

**Account Information:**

<b>Policy Holder Details :</b>	<b>SPANISH EVANGELICAL CHURCH INC</b>
--------------------------------	-------------------------------------------



**Contact Us**

**Need Help?**

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

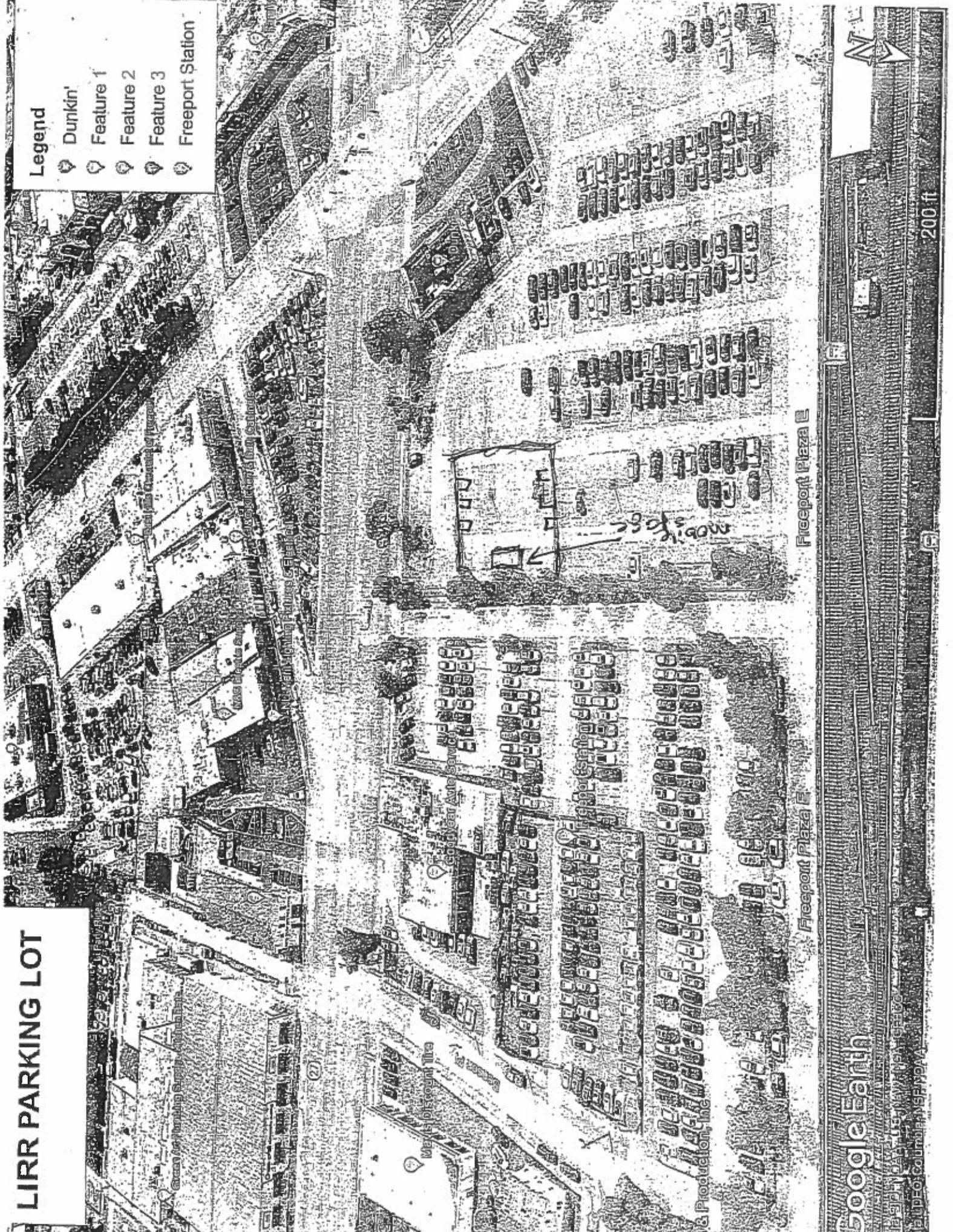
Sincerely,

Your Hartford Service Team

# LIRR PARKING LOT

## Legend

- 📍 Dunkin'
- 📍 Feature 1
- 📍 Feature 2
- 📍 Feature 3
- 📍 Freeport Station



Google Earth

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200 ft

# Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of Spanish Evangelical Church 404 N. Main Street

Applicant's Name

Address

Freeport

New York

11520

(516) 483-5749

City

State

Zip

Telephone #

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

## CHURCH EVENT ON PORTION OF LIRR MUNICIPAL PARKING FIELD

### DATE:

Sunday, August 11<sup>th</sup>, 2024 Time: 10:00 A.M. TO 2:00 P.M.

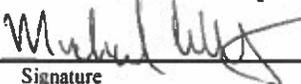
Sunday August 25<sup>th</sup>, 2024 Time: 10:00 A.M. TO 2:00 P.M.

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 2:00 P.M. without prompting from police or village officials.
3. Participants will shut down and clear parking field immediately after the event without prompting from police or village officials.
4. If an emergency occurs, the participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.
5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road Not Blocking Vehicle Traffic.
6. Applicants: Pastor Vilma Bustamante Tel # (718) 483-5749 Spanish Evangelical Church 404 N. Main Street, Freeport, NY Alternate Contact: Mirian Perez (516) 816-1874

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

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

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

Issued by Assistant Chief Michael G. Williams  07/23/2024  
Rank Name Signature Date

CC to:  Mayor  Village Attorney  Fire Chief  Public Works  Postmaster

Affected Public Transportation Utilities  Other: MTA

**INTER-DEPARTMENT CORRESPONDENCE**

**FREEPORT POLICE DEPARTMENT**

**Michael Smith  
Chief of Police**

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

**TO: Pamela Walsh Boening, Village Clerk**  
**FROM: Assistant Chief Michael G. Williams**  
**DATE: 07/23/2024**  
**RE: Spanish Evangelical Church Christian Fair**  
**Portion of LIRR Municipal Parking Field**

**Dates: Sunday August 11<sup>th</sup> & Sunday August 25<sup>th</sup> 2024**  
**Time: 10:00 a.m. to 2:00 p.m.**

---

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

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

Thank you,



Michael G. Williams  
Assistant Chief of Police

VILLAGE OF FREEPORT, NY  
CLERK'S OFFICE

2024 JUL 23 P 12:10

RECEIVED

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

TO: Pamcla Walsh Boening, Village Clerk

FROM: Robert R. Fisenne, Superintendent of Public Works

DATE: July 16, 2024

RE: Public Assembly Permit Application

Applicant:	Vilma Bustamante/ Spanish Evangelical Church
Dates:	Sunday, August 11, 2024 Sunday, August 25, 2024
Time:	10:00 am to 2:00 pm
Location:	East Side of the LIRR Parking Lot

---

I have reviewed the above-referenced Public Assembly Permit Application submitted by Vilma Bustamante on behalf of Spanish Evangelical Church. I am conditionally approving this permit with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.

  
\_\_\_\_\_  
Robert R. Fisenne  
Superintendent of Public Works

C: Benjamin Terzulli.. Assistant Superintendent of Public Works

## **Pamela Boening**

---

**From:** Raymond Maguire  
**Sent:** Monday, July 15, 2024 4:14 PM  
**To:** Pamela Boening  
**Subject:** RE: ADDITIONAL DATES PUBLIC ASSEMBLY LIRR 8.11.2024 AND 8.25.2024

I have reviewed the Parade & Public Assembly Permit application for August 11 & 25, 2024 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this event will be not be blocking any streets. They indicate that they will be using the LIRR parking lot. Event Coordinator(s) should be cognizant of moving the participants out of the area 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:** Monday, July 15, 2024 11:57 AM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Ben Terzulli <bterzulli@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** ADDITIONAL DATES PUBLIC ASSEMBLY LIRR 8.11.2024 AND 8.25.2024

Please send recommendation.

## Pamela Boening

---

**From:** Christine Maguire  
**Sent:** Tuesday, July 16, 2024 11:19 AM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: ADDITIONAL DATES PUBLIC ASSEMBLY LIRR 8.11.2024 AND 8.25.2024

Hi Pam,

The insurance is approved for the Spanish evangelical church 8/11/24 & 8/25/24

Regards,

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

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Monday, July 15, 2024 11:57 AM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Ben Terzulli <bterzulli@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** ADDITIONAL DATES PUBLIC ASSEMBLY LIRR 8.11.2024 AND 8.25.2024

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 24, 2024

**RE:** Block Party Permit  
Applicant: Troy Matthews  
Date: August 31, 2024  
Rain Date: September 7, 2024  
Location: Forest Avenue between N. Main Street and Ellison Avenue  
Time: 2:00 P.M. to 8:00 P.M.

---

Attached is a Block Party Permit Application submitted Troy Matthews, 35 Forest Avenue, to hold a Block Party on August 31, 2024 (rain date September 7, 2024), on Forest Avenue, between N. Main Street and Ellison Avenue (with an additional barricade placed at Charlick Place) from 2:00 P.M. to 8:00 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

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

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: July 13, 2024

DESCRIBE EVENT AND PURPOSE: FAMILY AND Friends Day

DATE OF EVENT: August 31, 2024 RAIN DATE: 9/7/2024

TIME: FROM 2:00PM TO 8:00PM (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Forest Avenue Between Main St. and Ellison Ave

NO. PARTICIPANTS EXPECTED: 100 NO. OF RESIDENCES ON BLOCK: 17 VERIFIED BY PUB

NAME OF CONTACT/ORGANIZATION: Troy Matthews

ADDRESS: 35 Forest Ave, Freeport NY TEL NO. 347-538-0230

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

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

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1 <u>Steven Mayo</u>	<u>42 FOREST AVE</u>	<u>SO Mayo</u>
2 <u>Grace Rudolph</u>	<u>27 FOREST AVE</u>	<u>Grace Rudolph</u>
3 <u>HOWARD COX</u>	<u>14 FOREST AVE</u>	<u>Howard Cox</u>
4 <u>Calbert Riley</u>	<u>15 FOREST AVE</u>	<u>Calbert</u>
5 <u>Adrienne Smith</u>	<u>54 FOREST AVE</u>	<u>[Signature]</u>
6 <u>Kamari Thomas</u>	<u>18 FOREST AVE</u>	<u>[Signature]</u>
7 <u>Rev Eric C. Mallett</u>	<u>22 FOREST AVE</u>	<u>[Signature]</u>
8 <u>Joni Loring</u>	<u>34 FOREST AVE</u>	<u>[Signature]</u>

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

**Fees:**

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

**Affirmation of Understanding and Awareness:**

I Troy Matthews acting as an authorized representative of 35 Forest Avenue 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 15<sup>th</sup>  
 day of July 2024  
Mehessna C. Little  
 Notary

MESHESSNA C. LITTLE  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 0116066956  
 Qualified in Nassau County  
 My Commission Expires November 26, 2025

Add more signatures below if required:

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
9	<u>Derick Hamilton</u>	<u>56 Forest Ave</u>	<u>Derick Hamilton</u>
10	<u>Chrissalba Pichardo</u>	<u>52 Forest Ave</u>	<u>[Signature]</u>
11	<u>AARON LLOYD</u>	<u>71 Forest Ave</u>	<u>[Signature]</u>

CLERK'S OFFICE  
 VILLAGE OF FREEPORT, NY

2024 JUL 19 11:40:09

RECEIVED



# 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 Troy Matthews 42 Forest Avenue

Freeport New York 11520 347-538-0230  
City State Zip Telephone #

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

BLOCK PARTY ON: FOREST AVE. FROM N. MAIN ST. TO ELLISON AVE.

DATE: SATURDAY, AUGUST 31<sup>ST</sup>, 2024 Time: 2:00 P.M. TO 8:00 P.M.

RAIN DATE: SATURDAY SEPTEMBER 7<sup>TH</sup>, 2024

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 8:00 P.M., without prompting from police or village officials.
3. Participants will shut down block party and clear roadway at 8:00 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. Use of Vendors or sale of products and/or services is strictly prohibited

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 Assistant Chief Michael Williams 07/17/2024  
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, New York 11520  
(516) 378-0700 Fax (516) 377-2432

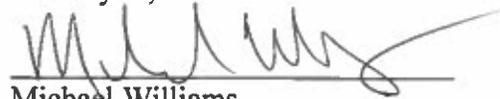
TO: Pamela Walsh Boening, Village Clerk  
FROM: Asst. Chief Michael Williams  
DATE: July 17, 2024  
RE: Block Party – Forest Avenue between N. Main St. & Ellison Avenue

---

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

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

Thank you,



Michael Williams  
Assistant Chief of Police

RECEIVED

2024 JUL 19 A 10:40

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

---

TO: Pamela Walsh Boening, Village Clerk  
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works  
DATE: July 17, 2024  
RE: Block Party Application – Troy Matthews

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RE: Block Party Permit Application  
Applicant: Troy Matthews  
Date: Saturday, August 31, 2024  
Rain Date: Saturday, September 7, 2024  
Location: Forest Ave. between North main Street and Ellison Avenue  
Time: 2:00 P.M. – 8:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Troy Matthews. 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 has been made.

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

C: Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

---

**From:** Raymond Maguire  
**Sent:** Wednesday, July 17, 2024 11:55 AM  
**To:** Pamela Boening  
**Subject:** RE: Block Party Forest Avenue 8.31.2024

I have reviewed the Block Party application for August 31, 2024 (Rain Date: September 7, 2024)

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

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

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

Ray Maguire

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

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, July 16, 2024 5:08 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** Block Party Forest Avenue 8.31.2024

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 24, 2024

**RE:** Block Party Permit  
Applicant: Ashley Codrington  
Date: September 2, 2024  
Rain Date: None  
Location: Sagamore Street between Seaman Avenue & Bedford Avenue  
Time: 4:00 P.M. to 10:00 P.M.

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Attached is a Block Party Permit Application submitted Ashley Codrington, 66 Sagamore Street, to hold a Block Party on September 2, 2024 (no rain date), on Sagamore Street, between Seaman Avenue and Bedford Avenue, from 12:00 P.M. to 6:00 P.M. Approximately 80 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

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

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: 7/18/24

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: Sept. 2<sup>nd</sup>, 2024 RAIN DATE: \_\_\_\_\_

TIME: FROM 12pm TO 1pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Sagamore St. Between Seaman and Bedford

NO. PARTICIPANTS EXPECTED: 80 NO. OF RESIDENCES ON BLOCK: 8 VERIFIED BY pub

NAME OF CONTACT/ORGANIZATION: Ashley Codrington

ADDRESS: 106 Sagamore St. TEL NO. 516.567.1023  
Freeport NY 11520

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 1/3 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Rosina Codrington</u>	<u>106 Sagamore St.</u>	<u>[Signature]</u>
<u>Juan Gutierrez</u>	<u>65 Sagamore St.</u>	<u>[Signature]</u>
<u>Jannine Robinson</u>	<u>209 East Seaman Ave</u>	<u>[Signature]</u>
<u>Patrina Smith</u>	<u>38 Sagamore St</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

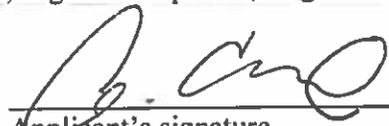
**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**Fees:**

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

**Affirmation of Understanding and Awareness:**

I Ashley Codrington acting as an authorized representative of Block Party 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 18<sup>th</sup>  
 day of July, 2024  
Rosetta Hill  
 Notary

**LISETTE GALI**  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01GA6118981  
 Qualified in Nassau County  
 My Commission Expires 11/22/24

Add more signatures below if required:

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

RECEIVED  
 2024 JUL 18 4:22 PM  
 CLERK'S OFFICE  
 VILLAGE OF FREEPORT, NY



# 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 Ashley Codrington 66 Sagamore Street

Freeport New York 11520 516-567-1023  
City State Zip Telephone #

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

BLOCK PARTY ON: SAGAMORE STREET FROM E. SEAMAN AVE. TO BEDFORD AVE.

DATE: SEPTEMBER 2<sup>ND</sup>, 2024 Time: 12:00 P.M. TO 6:00 P.M.

RAIN DATE: N/A

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. Use of Vendors or sale of products and/or services is strictly prohibited

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 Assistant Chief Michael Williams 07/23/2024  
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, New York 11520**  
**(516) 378-0700 Fax (516) 377-2432**

**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Asst. Chief Michael Williams  
**DATE:** July 23, 2024  
**RE:** Block Party – Sagamore Street between E. Seaman Ave. and Bedford Ave.

---

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

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

Thank you,



**Michael Williams**  
**Assistant Chief of Police**

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

---

TO: Pamela Walsh Boening, Village Clerk  
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works  
DATE: July 22, 2024  
RE: Block Party Application – Ashley Codrington

---

RE: Block Party Permit Application  
Applicant: Ashley Codrington  
Date: Monday, September 2, 2024  
Rain Date: None  
Location: Sagamore Street between East Seaman Avenue and Bedford Avenue  
Time: 4:00 pm – 10:00 pm

I have reviewed the above-referenced Block Party Permit Application submitted by Ashley Codrington. 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:** Monday, July 22, 2024 2:07 PM  
**To:** Pamela Boening  
**Subject:** RE: Block Party 9.2.2024 Sagamore Street

I have reviewed the Block Party application for September 2, 2024 (Rain Date: None)

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

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

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

Ray Maguire

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

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Monday, July 22, 2024 11:34 AM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Barbara Sakovich <btvillageoffice@gmail.com>; Sabrina Lafleur <slafleur@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** Block Party 9.2.2024 Sagamore Street

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 24, 2024

**RE:** Carnival/Festival/Bazaar  
Organization: Freeport Memorial Library  
Dates: October 26, 2024  
Time: 10:00 A.M. to 4:00 P.M.  
Rain Date: None  
Set Up Time: 10:00 A.M.  
Location: Freeport Memorial Library

---

Attached is a copy of a public assembly application submitted by Lee Ann Moltzen, on behalf of the Freeport Memorial Library, to hold a Fall Festival on Saturday, October 26, 2024 from 10:00 A.M. to 4:00 P.M occupying various areas of the library grounds (schematic attached). Approximately 400-500 individuals will attend this event.

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?  
We will occupy the staff parking lot behind the library, the staff lot on Ocean Ave, & part of the front lawn.
- 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.  
We intend to have bouncy house in the staff parking lot.
- C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.  
We intend to have food vendors.
- 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.  
There may be a petting zoo which will be parked outside the building in the staff parking lot on the side of Bergen place
- E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.  
60' x 100'
- F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.  
We intend to have a petting zoo with various animals.
- G) What is the estimated number of customers you expect daily? 400-500
- H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.  
We will have our own receptacles, our custodians will be responsible for the clean up. We don't require 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.

We have our own security monitors

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: 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:

We will advertise this event in our flyers & newsletter.

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

We will be having vendors for this event.

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.

Lee Ann Moebgen

Signature

Sworn to before me this 3 day of May, 2024

Alma P Guillen  
NOTARY PUBLIC

ALMA P GUILLEN  
NOTARY PUBLIC, State of New York  
No. 01GU16392683  
Qualified in Nassau County  
Commission Expires, June 3, 2027

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 MEMORIAL LIBRARY**  
144 WEST MERRICK ROAD  
FREEPORT, NEW YORK 11520

LEE ANN MOLTZEN, DIRECTOR  
lmoltzen@freeportlibrary.info

(516) 379-3274  
FAX (516) 868-9741

7-18, 2024

**Insurance Requirement Notice**

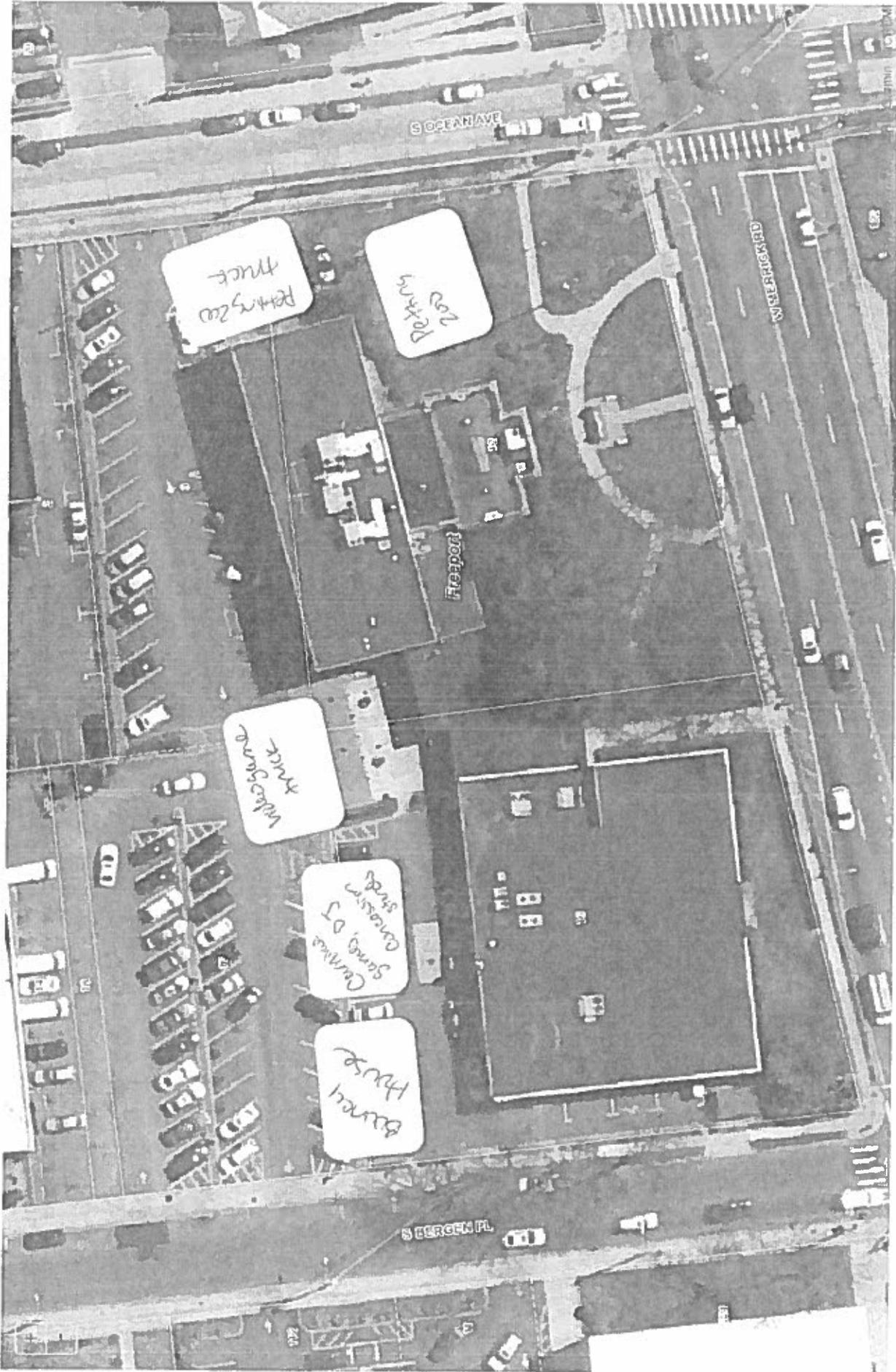
**FREEPORT MEMORIAL LIBRARY** agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at 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 the **FREEPORT MEMORIAL LIBRARY GROUNDS** in Freeport, by **FREEPORT MEMORIAL LIBRARY**, and resulting from and attributable to any negligent, reckless, or intentional act, omission, breach, or default by the **FREEPORT MEMORIAL LIBRARY** or its employees or agents.

Sign: Lee Ann Moltzen

Lee Ann Moltzen, Library Director

Date: 7-18-24

Revised 6/12/2024



Legend Layers Tools

Identify

# 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 Memorial Library 144 W. Merrick Rd.

Organization Name			
<u>Freeport</u>	<u>New York</u>	<u>11520</u>	<u>516-379-3274</u>
City	State	Zip	Tel#

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

**Event:** Freeport Memorial Library Festival  
**Location:** 144 W. Merrick Rd.  
**Date:** October 26, 2024  
**Time:** 10:00 A.M.-4:00 P.M.

1. On October 26, 2024, the applicant will host festival from 1000-1600 hours on the grounds of the Freeport Memorial Library.
2. Applicant will utilize the employee parking area on S. Ocean Ave.
3. All Village of Freeport Regulations and Parking Restrictions will remain in effect.
4. The applicant and participants are not permitted to block any roadways.
5. The applicant is responsible for ensuring that the event will cease promptly at 1530 hours.
6. DPW will barricade the employee parking lot on S. Ocean Ave and parking spaces on the north side of W Merrick Road from S. Bergen Place to S. Ocean Ave and wherever else that maybe necessary in PF#16 TBD.
7. Applicant: Lee Ann Moltzen, 516-379-3274

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

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

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

Issued by: Assistant Chief Michael G. Williams Michael Williams June 11, 2024  
Rank Name Signature Date

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

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

Michael Smith  
Chief of Police

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

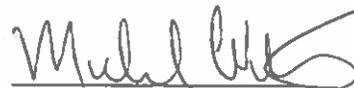
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Assistant Chief Michael G. Williams  
**DATE:** June 11, 2024  
**RE:** Freeport Memorial Library Festival

---

After reviewing 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 police overtime incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Michael G. Williams  
Assistant Chief of Police

RECEIVED  
2024 JUN 12 A 10:51  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: June 10, 2024

RE: Carnival/Festival/Bazaar Public Assembly Permit Application  
Organization: Freeport Memorial Library  
Applicant: Lee Ann Moltzen  
Date: Saturday, October 26, 2024  
Rain Date: None  
Time: 10:00 am – 4:00 pm  
Set-up Time: 10:00 am  
Location: Freeport Memorial Library Grounds

---

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Lee Ann Moltzen on behalf of Freeport Memorial Library.

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

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

C: Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

---

**From:** Raymond Maguire  
**Sent:** Tuesday, June 25, 2024 4:08 PM  
**To:** Pamela Boening  
**Subject:** RE: 10.26.2024 Frpt Library Fall festival

I have reviewed the Public Assembly Permit application for October 26, 2024 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant indicates that they will be utilizing the Library Grounds. 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:** Monday, June 10, 2024 3:46 PM  
**To:** CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Ethier, D/Lt Donnie <d.ethier@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:** 10.26.2024 Frpt Library Fall festival

Please send recommendation.

## Pamela Boening

---

**From:** Christine Maguire  
**Sent:** Wednesday, July 24, 2024 10:56 AM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 10.26.2024 Frpt Library Fall festival

Hi Pam,

This is approved pending updated insurance. They are currently insured through 9/1/24 and will receive updated insurance at the end of August.

Regards,

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

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Monday, June 10, 2024 3:46 PM  
**To:** CHF Michael J. Smith <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Ethier, D/Lt Donnie <d.ethier@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:** 10.26.2024 Frpt Library Fall festival

Please send recommendation.

# **INCORPORATED VILLAGE OF FREEPORT**

## *INTER-DEPARTMENT CORRESPONDENCE*

**Date:** July 19, 2024

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** **Doble Engineering – Sole Source Provider of MTS-5100 Protection Relay Test System**

---

The Electric Department is in need of a new relay test system. We have over 300 relays located at various sites that include Substations 2P & 4F, Power Plants 1 & 2, CT2 EEE, GT3, and the new CAT unit. We need a certified test set to have acceptable test results. Our old unit is obsolete. There are no spare parts available should our unit fail. The cost to rent a test system for one month is \$9,149.86.

A new test set would provide in-house certified test results. Testing from outside vendors such as Elemco and AF Testing will cost over \$50,000.00 a year to complete our annual testing. In addition, outside contractors require Freeport Electric personnel to work alongside them while on-site to ensure plant and equipment safety.

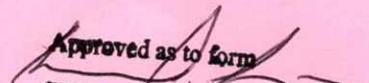
The MTS-5100 Protection Relay Test System offered by Doble Engineering Company works seamlessly with the RTS software we purchased 12 years ago. This software was purchased for approximately \$25,000.00 and has paid for itself countless times over because we have no need to bring in costly outside contractors. Doble Engineering Company is the sole provider for all Doble equipment and software.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752 as the sole source provider of MTS-5100 Protection Relay Test System and its accessories.



Eric Rosmarin  
Superintendent of Electric Utilities

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*  
  
Village Attorney

7/25/24

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

**WHEREAS**, the Electric Department is in need of a new relay test system; and

**WHEREAS**, the Department has over 300 relays located at various sites that include Substations 2P & 4F, Power Plants 1 & 2, CT2 EEE, GT3, and the new CAT unit; the Department need a certified test set to have acceptable test results; the old unit is obsolete; and

**WHEREAS**, the MTS-5100 Protection Relay Test System, offered by Doble Engineering Company, works seamlessly with the RTS software that the Department purchased 12 years ago; and

**WHEREAS**, this software was purchased for approximately \$25,000.00 and has paid for itself countless times over because the Department has no need to bring in costly outside contractors; and

**WHEREAS**, the Superintendent of Electric Utility is requesting Board approval for Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752, as the sole source provider of MTS-5100 Protection Relay Test System and its accessories; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby authorized to contract Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752, as the sole source provider of MTS-5100 Protection Relay Test System and its accessories.

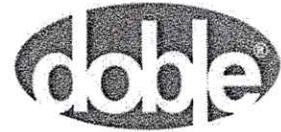
The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

2/25/24



July 15, 2024

Freeport Electric  
46 N. Ocean Avenue  
Freeport, NY 11520-3094

Attention: Mr. Ted Forker

**Re: Sole Source Provider MTS-5100 and Accessories**

Dear Ted,

Doble Engineering Company (hereafter "Doble") is the sole source provider for all Doble Equipment and Software including the MTS-5100 Protection Relay Test System and its accessories.

Doble software and equipment is only available to be provided by Doble Engineering, its affiliated companies, or authorized channel partners. No other company, distributor or representative is authorized to sell these offerings.

Doble has industry recognized experts that support our systems and you, our customer. Both hardware and software are supported by our technical application engineers, who provide both remote and on-site support services and training.

The prices for Doble offerings extended to you are as favorable as those extended to any other customer for the same items in the same quantities. All purchase orders should reflect Doble Engineering Company as the Vendor/Supplier. Please contact your regional sales manager for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Nely Cordeiro".

Nely Cordeiro  
Sales Support Team Lead  
Doble Engineering Company

Doble Engineering Company  
[www.doble.com](http://www.doble.com)

*Worldwide Headquarters*  
123 Felton Street  
Marlborough, MA 01752 USA  
tel + 1 617 926 4900  
fax + 1 617 926 0528

*Tulsa Office*  
7780 E. 106<sup>th</sup> Street  
Tulsa, OK 74133 USA  
tel + 1 918 622-4530  
fax + 1 918 622-6569

\* QUOTE \*

RFQ

Date 01/31/24 Page 1



RFQ Number RENTAL QUOTE

Quote/Order Number
<b>HT8RB/00</b>

Account 1/0000304373  
 FREEPORT ELECTRIC  
 , 11758  
 UNITED STATES

Ship to  
 FREEPORT ELECTRIC  
 , 11758  
 UNITED STATES  
 IEW

<b>Calibration Lab Address</b>
Transcat, Inc. 9900 Cote-de-Liesse Montreal, QC H8T 1A1

Ship Via UPS Ground

Payment Terms TBD - CREDIT REV

Contact Keith Muchnick 516-242-7883

SKU	Description	Qty Ord	Available	Qty B/O	Sell Price	Total Price	Est. Availability
MANT-MTS-5100-RENT1	Manta Test Systems Inc. MANT-MTS-5100 FOR RENT Protective Relay Test System Asset: Quote , Serial no.*NONE PER:Monthly  Please note that the Rental period time starts on the day we ship the unit out and ends on the day we receive the unit back in our warehouse. If your rental goes over your time frame, 7 days (weekly) or 28 days (monthly), you will be charged the recurring rate automatically. You are welcome to ship overnight both ways to maximize your rental time period. Please note: Transcat Rentals will Meet or Beat competitor rental rates	1	1	0	9,149.86	9,149.86	
<b>Total Amount:</b>						<b>9,149.86 USD</b>	

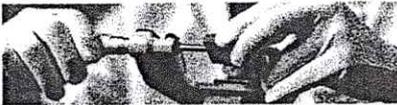
Please review applicable notes on last page  
 sales@transcat.com | 800-828-1470 | 800-395-0543 Fax  
 585-352-9460 | 585-352-1738 Fax

Taxes, shipping and handling fees are calculated at the time of shipment and are not included in this quotation. Quotation is valid for 30 days

QUOTEG21

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## CAPABILITIES



- Capabilities include
  - Electrical (including reference standards)
  - Pressure (0.2 PSIA to 72,500 PSIG)
  - Temperature (-195 to 660 Deg C)
  - Dimensional
  - RF (Up to 50 GHz)
  - Humidity (10 to 95% RH)
  - Pipettes (In-lab and Onsite)
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- Instrument repair services with short and long-term rentals as needed

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Transcat labs located coast to coast offering local service with national reach



800-828-1470

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- In-Lab Calibration
- Onsite Services
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- Pick-up and Delivery Service
- 3rd Party Calibration Service Management
- Access to C3, our metrology asset management portal

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BY TRANSCAT®**

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North America's Largest Calibration Service Provider

## Notes & Conditions

### Calibration Notes - Please review for all calibration orders

1. Please package your instrument and ship it to the lab address noted on page 1. Please make note of the service order # on the outside of your box.
2. If a unit cannot be calibrated due to malfunction, you may opt to have it repaired at our repair center or by an outside vendor. If the item is "returned as is", an evaluation or calibration fee will be charged. If not previously provided, please include your purchase order in your shipment or email it to [sales@transcat.com](mailto:sales@transcat.com). Work will not begin until a valid purchase order has been received.
3. Pricing is based on best available customer provided information and may be revised upon actual receipt and inspection of your equipment. Expedited calibration services may be available for an additional fee. Please contact a sales representative at 800-828-1470 to request this service.
4. To minimize the risk of damage and unnecessary handling of your deadweight tester, please ship your unit directly to our Houston calibration lab. If shipped to any other lab, it will be subject to a \$200 transfer fee. Due to DOT regulations, all fluid must be drained from all hydraulic deadweight testers prior to shipment to our calibration lab. If your unit is received with fluid, it will be subject to a \$150 cleaning and disposal fee.
5. If a calibration interval is not supplied in advance by the customer, a 12 month calibration interval will be assigned to the instrument.
6. The measured quantity and the measurement uncertainty are required for further dissemination of traceability. Transcat uses a binary decision rule for the determination of compliance to the specification. For further details, see the terms and conditions found at [transcat.com/terms-conditions](http://transcat.com/terms-conditions).

### Product Notes

1. Transcat offers a "Best Price Guarantee" for our product pricing. If you find a product at a lower price, please provide us a copy of the competing quote and we will match the price. Used and clearance equipment excluded.
2. Certain products and manufacturers are restricted for sale outside of North America.
3. The following product brands are not for use in nuclear facilities: Druck, Panametrics, Crystal, Ametek/Jofra. Transcat does not condone the use of any of these products in nuclear facilities.

### Terms and Conditions

1. Taxes, shipping and handling fees are calculated at the time of shipment and not included in this quotation unless otherwise quoted.
2. Freight charges will be prepaid and added, FOB Shipping Point (Ex Works for International shipments) unless a freight collect number is provided in advance. An \$11.95 handling fee will be charged for all freight collect shipments and will be added to the invoice.
3. Accepted credit cards are Mastercard, Visa, and American Express
4. Full terms and conditions can be found at [transcat.com/terms-conditions](http://transcat.com/terms-conditions)

US EIN# 16-0874418 QST # 1220236401 Q001 GST #10534 9013 RT0001 Terms and conditions located at <http://www.transcat.com> are expressly incorporated herein by reference. Equal opportunity/Affirmative action employer, H/V

# INCORPORATED VILLAGE OF FREEPORT

## INTER-DEPARTMENT CORRESPONDENCE

**Date:** July 19, 2024

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re: Doble Engineering – Sole Source Provider of MTS-5100 Protection Relay Test System Request to Purchase**

---

The Electric Department is in need of a new relay test system. We have over 300 relays located at various sites that include Substations 2P & 4F, Power Plants 1 & 2, CT2 EEE, GT3, and the new CAT unit. We need a certified test set to have acceptable test results. Our old unit is obsolete. There are no spare parts available should our unit fail. The cost to rent a test system for one month is \$9,149.86.

A new test set would provide in-house certified test results. Testing from outside vendors such as Elemco and AF Testing will cost over \$50,000.00 a year to complete our annual testing. In addition, outside contractors require Freeport Electric personnel to work alongside them while on-site to ensure plant and equipment safety. With the new test system we will be able to do the tests ourselves.

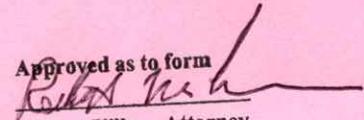
On July 29, 2024, the Board approved Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752 as the sole source provider of MTS-5100 Protection Relay Test System and its accessories. Attached is a quote from Doble Engineering Company for the MTS-5100 Protection Relay Test System.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the purchase of the MTS-5100 Protection Relay Test System from the sole source provider Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752 at a cost of \$55,000.00. The cost of this purchase will be charged to E110000 WO #2493 Bond Class #354 - Electric Systems Improvements. There are sufficient funds available for this purchase.



Eric Rosmarin  
Superintendent of Electric Utilities

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

**WHEREAS**, the Electric Department is in need of a new relay test system; and

**WHEREAS**, the cost to rent a test system for one (1) month is \$9,149.86; and

**WHEREAS**, a new test set would provide in-house certified test results; testing from outside vendors such as Elemco and AF Testing will cost over \$50,000.00 a year to complete the annual testing; in addition, outside contractors require Freeport Electric personnel to work alongside them while on-site to ensure plant and equipment safety; with the new test system the Department will be able to do the tests; and

**WHEREAS**, on July 29, 2024, the Board approved Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752, as the sole source provider of the MTS-5100 Protection Relay Test System and its accessories; and

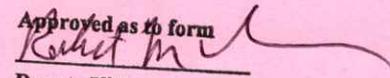
**WHEREAS**, the Superintendent of Electric Utility is requesting Board approval for the purchase of the MTS-5100 Protection Relay Test System from Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752, for a cost of \$55,000.00; and

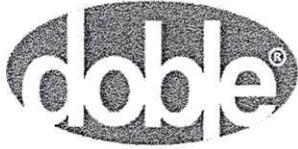
**WHEREAS**, the cost of this purchase will be charged to E110000 WO #2493 Bond Class #354 - Electric Systems Improvements, and there are sufficient funds available for this purchase; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby authorized the purchase of the MTS-5100 Protection Relay Test System from Doble Engineering Company, 123 Felton Street, Marlborough, MA 01752, for a cost of \$55,000.00.

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



**Doble Engineering Company**

123 Felton St.,  
Marlborough, MA, 01752,  
USA  
Phone: +1 617 926 4900 | Fax: +1 617 926 0528

**Prepared For:**

Ted Forker  
Freeport Electric  
46 North Ocean Avenue  
Freeport, NY 11520-3094 USA  
(516) 377-2775  
tforker@freeportelectric.com

Quote #: Q-73340-2  
Date: 7/12/2024  
Quote Validity: 9/1/2024  
Payment Terms: N30\*  
Shipping Terms: EXW  
Proposed Ship Date: 2-4 Weeks  
Recommended Carrier: UPS  
Delivery Method: Ship

**End User: Freeport Electric**

**Your Doble Team:**

Doble Representative	ElectriComm, Inc.	Regional Sales Manager	Bob Langan
Sales Contact	John DeCew	Direct Email	blangan@doble.com
Email	jdeczew@ecisales.com	Direct Phone	+1 609 969 8227
Phone	13154661699	BDM	Mario Perez
Address	4327 Kencrest Dr. Syracuse NY USA 13215	BDM Contact	mperez@doble.com

QTY	PRODUCT	DESCRIPTION	SALES PRICE	EXTENDED PRICE
1	MTS-5100	<p>All-in-one protective relay tester with direct, front panel interface for all functions with exceptional productivity-boosting features including intelligent multi-phase adjustment, specific relay test modes, and graphical phasor display. Includes 4-phase AC/DC voltages, high VA 6-phase AC currents, contact/voltage inputs, contact outputs, analog transducer inputs, sequence of events recording, waveform capture capability and GPS receiver. Performs semi-automated testing, transient waveform playback, and end-to-end testing proficiently without a PC.</p> <p>The following options are standard on all units.</p> <ul style="list-style-type: none"> <li>• Option 10 Hard-shell shipping case,</li> <li>• Option 31 Test Lead Kit,</li> <li>• Option 40 Wireless Keyboard with mousepad,</li> <li>• Option 46 Short switch,</li> <li>• Option 12 Ethernet crossover cable,</li> <li>• Option 13 RS-232 Communications cable,</li> <li>• Option 14 RapidTest Software,</li> <li>• Option 17 Remote Console Software,</li> <li>• Option 22 GPS antenna (10ft cable)</li> </ul> <p>Pricing includes the above-mentioned accessories, all software and software updates, a 1-year warranty on parts, labor and calibration services. Please update quote Q-73340 as follows: MTS-5100 with sell price of \$55,000 (approved by Jon Mazanec)</p>	\$55,000.00	\$55,000.00
<b>TOTAL:</b>				<b>\$55,000.00</b>

**Additional Notes**

NOTE: MTS-5100 Hard-shell case (item# 6018-00), Ethernet Crossover Cable (item# 4628-00) and Test Lead Kit (item# MTS-5100OPT31B) are included FREE with all MTS-5100 orders.

\*Payment terms are subject to credit review.

All prices in USD. Pricing does not include shipping or sales tax.

Please forward all Purchase Orders to sales@doble.com. For any questions regarding this quote, please contact your Regional Sales Manager or sales@doble.com.

Doble hardware and software products are supplied in accordance with Doble's Master Terms. Doble Test Instruments are supplied complete with instruction manuals and all cables necessary for the ordered configuration.

**THANK YOU FOR YOUR BUSINESS!**



## DOBLE ENGINEERING COMPANY

### MASTER TERMS AND CONDITIONS

Rev.030232020

1. **Applicable Terms and Conditions.** Doble Engineering Company, expressly including all subsidiaries, divisions, and similar affiliates, will be collectively referred to as "Doble", and the person or company purchasing Products will be referred to as "Buyer". "Goods" shall be as defined in Article 2 of the Uniform Commercial Code, as it may be amended from time to time. "Services" shall mean the work to be performed in any contract transaction except to the extent any such transaction includes the transfer of legal ownership over a Good or Goods from Doble to Buyer in exchange for money. Such transfer of ownership is hereby defined as a sale of Goods as opposed to a sale of Services. All Goods and Services sold by Doble to Buyer will be referred to as "Products". The terms and conditions stated below apply to all sales of the Products. Except for those terms and conditions identified below which are expressly subject to alternative terms set out in the applicable quote and/or order confirmation, it is expressly understood that any different or additional terms proposed by Buyer or contained on any purchase order or other document submitted by Buyer are hereby inapplicable and void and, unless expressly acknowledged and accepted by Doble in writing that no other acknowledgment by Doble of, or reference by Doble to, or performance by Doble under, any purchase order of Buyer shall be deemed to be an acceptance by Doble of any term additional or contrary to these terms or conditions. If the parties desire to incorporate any term that is different from or additional to the terms set forth herein, such agreement must be set forth in a separate writing established solely for the purpose of such amending of terms and signed by an officer of Doble. All Products containing or consisting of software ("Software Products") are furnished subject to Buyer's acceptance of the terms and conditions contained in Doble's End User Software License Agreement ("EULA") and/or Software License Agreement ("SLA") contained therein, for the applicable Software Product. Doble will provide a copy of this EULA and/or SLA in advance of any purchase, upon Buyer request. For the avoidance of doubt, the terms of this document are supplemental to any applicable Doble- issued quotation, and, in the event of any conflicts between a quotation and this document, the terms of any such quotations hereby take priority over the terms of this document.
2. **Prices and Payment Terms.** Doble will issue a quotation for each Product request setting forth the price of the Products. Quotations are valid for the period of time specified in the applicable quotation. Prices do not include any federal, state, provincial or local property, license, privilege, sales, use, excise, import, export, transport, VAT, gross receipts, or other like taxes which may now or hereafter be applicable. Buyer shall be responsible for the payment of all such taxes of any nature whatsoever now or hereafter levied by any governmental authority anywhere in the world. Payment is due net 30 days from date of issuance of invoice; provided that Doble reserves the right to require alternate payment terms, dependent upon review of Buyer's credit worthiness. Doble may, in addition to any other remedy available under applicable law, charge Buyer interest at the lesser of the rate of one and one half percent (1½%) per month or the highest rate allowed by applicable law for amounts not paid within the foregoing terms. If Doble shall at any time doubt Buyer's financial condition and its ability to pay for the cost of the Product(s), Doble may demand adequate assurance of due performance or decline to make any further shipments of Goods or supply any further Services except upon receipt of cash payment in advance or security. If Doble demands adequate assurance of due performance and the same is not forthcoming within 10 days after the date of Doble's demand, Doble may, at its option: (i) continue to defer further shipments of Goods or supply of Services under any order from Buyer which has been accepted by Doble until adequate assurance is received, or (ii) cancel any outstanding orders from Buyer which have been accepted by Doble and treat as a termination by Buyer pursuant to Section 12(b) herein.
3. **Security Interest.** For all Buyer purchases of any equipment, Buyer hereby grants Doble a security interest in the Products, and all proceeds thereof and accessions thereto, to secure payment of the purchase price for the Products and all other charges and costs for which Buyer is responsible hereunder. At Doble's direction, Buyer shall, from time to time, do all acts necessary or reasonable to protect Doble's security interest herein created and Buyer shall execute and deliver to Doble all Uniform Commercial Code Financing Statements ("UCCs") (or in cases where the Products are shipped to countries outside of the USA, such foreign countries functional equivalents of a UCC including the Canadian Personal Property Security Registration System, when applicable) which Doble may deem necessary to protect its rights and interests as set forth herein. Buyer hereby irrevocably constitutes and appoints Doble as its true and lawful attorney-in-fact, in its name, place and stead, to execute, deliver, acknowledge, file or record any and all such Uniform Commercial Code Financing and Continuation Statements. The grant of the foregoing power of attorney is coupled with an interest and shall not be revocable by Buyer until all payments due hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in cash. To the greatest extent possible under applicable law, Doble shall have the remedies of a secured party under the Uniform Commercial Code in force in the Commonwealth of Massachusetts.
4. **Shipping, Delivery, and Title.** Except as specified in the applicable quotation and/or order confirmation, all Products will be shipped pursuant to Incoterms 2010 Ex-Works, with the delivery site for all continental United States and Canadian shipments being Marlborough, MA, or other applicable Doble facility (identified at time of order). Notwithstanding the foregoing, the delivery site for all Morgan Schaffer Ltd. Products shall be LaSalle, Quebec, and the delivery site for all Manta Test Systems Ltd. Products shall be Mississauga, Ontario unless otherwise identified at the time of order. Except as specified herein this section, title and risk of loss including payment of all transportation and insurance cost pass to Buyer at Doble's door. Buyer will choose the freight forwarder, customs broker, carrier and means of delivery; provided, however that Doble, in its sole discretion, maintains the ability to reject Buyer's selection of freight forwarder, customs broker, carrier and means of delivery. If Doble rejects Buyer's selection of any of the above, Buyer will designate an alternative carrier, broker or means of delivery that is acceptable to Doble. Buyer is responsible for filing any claims with freight forwarders, customs brokers or carriers. If the Products are to be exported, Buyer will be responsible for all export charges, consular and customs declarations and will be responsible for penalties resulting from errors or omissions thereon. Buyer shall not re-export the Product or any goods or items which incorporate the Product if the re-export would violate either United States or Canadian export laws, as applicable. Notwithstanding that risk of loss of the Products pass to Buyer at Doble's door, the Products shall remain the personal property of Doble until fully paid for in cash by Buyer pursuant to a bona fide Doble offer for such Products, and, excepting the immediately preceding condition, the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by Doble. Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Doble furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Doble shall at all times retain title to all such documents, and Buyer shall not disclose such to any party other than Doble or a party duly authorized by Doble. If there is any situation where the parties desire to ship using any term different from or additional to Incoterms Ex-Works, such agreement must be explicitly set forth in a separate writing and signed by an officer or other authorized representative of Doble. Doble reserves the right to enter or have its agent enter upon a Buyer's site to recover any Products not currently purchased or licensed by Buyer but currently located on Buyer's site. Buyer must expressly declare the final destination of the Products on the applicable purchase order.
5. **Inspection and Acceptance.** Except with respect to Products sold by Morgan Schaffer Ltd. or as specified in Section 7 hereto, Buyer will promptly inspect a Product upon delivery. No claims for shortages will be allowed unless shortages are reported to Doble, in writing, within 10 days after delivery. Acceptance will be deemed to have occurred no later than 30 days after shipment of such Product.
6. **Force Majeure.** Doble will not be liable for delays in shipment or default in delivery or any failure to perform due to any cause beyond Doble's reasonable control including, but not limited to, government action, shortage or labor, raw material, production or transportation facilities, strike or labor difficulty involving employees of Doble or others, fire, flood, act of God, terrorism, civil unrest, war, riot, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities from usual sources. In addition, Doble shall not be liable or responsible to the extent Doble's performance under these terms and conditions is prevented, delayed or hindered by any pandemic, epidemic or outbreak of widespread illness on a local, national or international scale, or any new or escalated circumstances related thereto outside of Doble's reasonable control, including without limitation quarantine, transportation disruptions, government imposed restrictions, labor shortages or delays or failures of performance by Doble's suppliers or carriers. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
7. **Warranty.**
  - A. Sold Goods. Unless expressly stated otherwise in the applicable quotation, all Products sold by Doble are warranted to be free from defects in material and workmanship for a period of one year after shipment. During the one (1) year warranty period, upon prompt written notice of defect and confirmation that the Product has been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Doble will, at its option, repair or replace any defective products or components thereof at no additional charge. Doble shall be responsible for arranging and paying for shipment of a Product for warranty service to and from Doble's applicable facility; provided that Buyer shall be responsible for shipping charge(s) in the event that Doble determines any repair(s) are outside of the applicable warranty coverage including, but not limited to, clear mishandling of the Product. Any component of a Good that is sold, but is not marketed by Doble as a Product itself, is hereby a "Part." All Parts sold by Doble are hereby Goods, except that the warranty period of Parts is limited to six (6) months. Solely regarding Morgan Schaffer Products: a) such warranty period shall be for a period of thirty (30) months from the date of the applicable shipment; b) for repaired or refurbished equipment and spare parts, such period shall be one (1) year from the date of shipment; and c) Morgan Schaffer shall pay for the transportation of returned Goods and Parts to be repaired or replaced during the applicable warranty period.
  - B. Leased Goods.
    - i. Definition. For a recurring annual fee, or as otherwise expressly



- agreed by each party to this Agreement in a signed writing, Doble may provide a package of rentable equipment, Services associated with such rental, and benefits. Such combination of rented equipment, Services, and benefits are hereby, collectively, a "Lease" by name, but the legal and practical nature of the Lease shall only be as expressly set forth herein this Agreement.
- ii. Perpetual Warranty. For so long as a Lease is renewed by the parties, Doble shall, to the extent reasonably possible, promptly repair, adjust, upgrade, or replace, as Doble in its sole discretion believes the circumstances may warrant, any impaired Leased Goods returned by Buyer to Doble at Marlborough, Massachusetts or other site as expressly directed by Doble:
    1. Without charge to Buyer for transportation, including handling costs where applicable, or for Doble's actual cost of repair, adjustment, or replacement, if the impairment is solely occasioned by inherent defect;
    2. on payment by Buyer of charges for transportation, including handling costs where applicable, but without charge to Buyer for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by reasonable wear and tear; and
    3. on payment by Buyer of charges for transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by any cause other than inherent defect or reasonable wear and tear.
  - iii. Benefits attributable to any Lease shall be as detailed in an applicable Doble- issued Lease quotation.
  - iv. The option to rent Goods or Services on a yearly basis, or longer, a la carte may also be made available by Doble to Buyer, but, unless expressly stated in the quotation, any rented, but not Leased, Goods are not eligible for the Perpetual Warranty and only include a warranty, Services, or benefits as described in the quotation only.
- C. Short-Term Rentals.
- i. Definition. Unless otherwise mutually agreed upon in writing, any rental of Doble Goods with an initial rental period of less than 365 days is a "Short-Term Rental".
  - ii. To the extent that a Buyer that has executed a Short-Term Rental, such Buyer shall only be eligible for Perpetual Warranty service on such Short-Term Rental if the Buyer is also a current Lease purchaser. Otherwise, Buyer's Short-Term Rental shall be entitled to the sold Goods warranty described in paragraph A hereof, except, as to any Short-Term Rental that has not been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Buyer shall be responsible for all costs associated with transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement.
- D. Field and Development Services.
- i. Development Services Definition. Any Services offered to Buyer by Doble where Doble will develop hardware, software, or customizations of existing hardware or software, for Buyer are hereby Development Services.
  - ii. Field and Consulting Services Definition. Any Services offered to Buyer by Doble where Doble must go on site to perform or where Doble is providing consulting Services and such Services are not part of an existing Lease package and do not include Development Services, are hereby Field and Consulting Services.
  - iii. Standard of Performance. Doble warrants that Development Services and Field and Consulting Services (collectively "FD Services") will be performed in accordance with generally accepted professional standards. The FD Services warranty period ("FD Warranty Period") shall be for a period of twelve months from the date of Buyer acceptance, but no longer than fifteen (15) months from Doble's submission to Buyer of a final test report in the case of Field and Consulting Services or, alternatively, Doble delivery of final deliverables to Buyer in the case of Development Services, whichever comes first. During the FD Warranty Period, upon prompt written notice of nonconforming Service, Doble will reperform the nonconforming Services at no additional charge.
    1. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
    2. If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Doble and Buyer shall negotiate an adjustment in the price for the applicable nonconforming Services.
    3. Doble only warrants that the FD Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any electrical apparatus or recommendation as to how Buyer should interpret or utilize any final reports or other deliverables.
    4. For FD Services involving installation and/or commissioning of Doble or third party instruments, software, or equipment, Doble's warranty does not apply in the event that Doble has performed, installed, or otherwise implemented the FD Services upon an electrical apparatus which has changed
- subsequent to the performance of the FD Services or has been damaged as a result of accident, misuse, abuse or as a result of modification by anyone other than Doble or an authorized Doble representative.
- iv. Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the FD Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming FD Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(D). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the FD Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.
- E. In-House Lab Services.
- i. Materials Laboratory Services Definition. Any Services offered to Buyer by Doble where Doble will perform in-house testing of a Buyer-submitted oil, dielectric material, or other specimens is hereby "Materials Laboratory Services".
  - ii. High Voltage Laboratory Services Definition. Any Services offered to Buyer by Doble's High Voltage Laboratory where Doble will perform in-house testing or investigations of Buyer-submitted instruments, parts, materials, or other equipment is hereby "High Voltage Laboratory Services".
  - iii. Doble warrants that Materials Laboratory Services and Voltage Laboratory Services (collectively "Laboratory Services") will be performed in accordance with generally accepted professional standards. The warranty period ("Laboratory Warranty Period") shall be for a period of six (6) months from Doble's submission to Buyer of the final test report ("Test Report"). During the Laboratory Warranty Period, upon prompt written notice of nonconforming Service, Doble will, where applicable, reperform the Services. If, in Doble's sole discretion, the results of the reperformance are materially different from the initial results, then the reperformance shall be at no additional charge to Buyer. However, if reperformance yields materially the same results, the Buyer will be responsible for the purchase of a second testing.
    1. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
    2. If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Buyer may inspect all records relating to any testing provided such inspection occurs during the Laboratory Warranty Period.
    3. Doble only warrants that the Laboratory Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any samples, parts, instruments, or other equipment or recommendation as to how Buyer should interpret or utilize any Test Reports or other deliverables.
    4. All samples, parts, instruments, or other equipment shipped to Doble for Laboratory Services shall be shipped to, and, if to be returned, from, Doble at Buyer's sole expense and risk of loss
  - iv. Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the Laboratory Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming Laboratory Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(E). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the Laboratory Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.
- F. Doble-Hosted Software Services. All software-based services hosted by Doble shall be warranted as detailed in the applicable end user license agreement for such Product.
- G. Other Services. All other Services not detailed in this section shall be warranted only as detailed in the applicable quotation for such Services.
- H. THE FOREGOING LIMITED WARRANTIES OF THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL DOBLE BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, PERFORMANCE, FAILURE TO PERFORM, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, OR ANY DAMAGE OR LOSS OR LOSS OF USE OF PROPERTY, EQUIPMENT OR POWER SYSTEMS OR THE COST OF CAPITAL OR THE COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT EXPENSES, LOST PROFITS, LOST



SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF DOBLE MAY HAVE BEEN NEGLIGENT. IN NO EVENT SHALL DOBLE'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE FACE VALUE OF THE PURCHASE ORDER IN RESPECT OF WHICH DAMAGES ARE CLAIMED. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY PRODUCTS WHICH HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.

- i. The remedies of the Buyer set forth herein are exclusive. No action, regardless of form, arising out of the transactions under this contract may be brought by Buyer more than one (1) year after the cause of action has accrued. Any Products supplied by Doble but manufactured by others are warranted only to the extent of the manufacturer's warranty. Any claim for breach or warranty or other action relating to the Products must be commenced by Buyer within one year after the date of shipment of the Products.
  - ii. Doble warrants that any Product purchased by Buyer hereunder will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of claim regarding defect to title, Buyer shall promptly notify Doble and Doble, at its expense, will defend the title to any affected Product or part and if unsuccessful will promptly provide to Buyer at no cost, replacement parts or equipment which complies with this warranty.
8. **No Rights in Doble's Trademarks.** Buyer shall not have any ownership right, title or interest, express or implied, in the intellectual property, trademarks, trade names, service marks, logotype, advertising and/or designs, markings or other commercial symbols associated with the Products, including but not limited to the name "Doble" (collectively, "Trademarks") and expressly acknowledges Doble's exclusive right, title and interest in the Trademarks.
9. **Patent Infringement.**
- A. Doble shall, at its expense, defend any suit brought against Buyer based on a claim that any Product furnished by Doble pursuant to this Agreement constitutes an infringement of any United States or Canadian patent, and Doble shall pay all judgments and costs recovered against Buyer in any such suit and shall reimburse Buyer for costs or expenses incurred by Buyer in the defense of any such suit, provided that Buyer gives Doble prompt notice of such suit, reasonable assistance in the defense thereof, and full opportunity to control all aspects of the defense thereof, including settlement. In the event such Product is held to constitute infringement, and the use of the Product is enjoined, Doble shall, at its option: (1) procure for Buyer the right to continue using the Product; (ii) replace it with non-infringing Product; (iii) modify it so it becomes non-infringing; or (iv) refund the price paid by Buyer for the Product and direct the Buyer to return the Product, at Doble's expense or to destroy the Product.
  - B. Doble's liability for patent infringement shall not apply to: (i) any Products supplied according to any custom design specified or required by Buyer; or (ii) any Modifications of or to the Product or combinations of the Product with another product not furnished by Doble. If a suit is brought against Doble on account of the items set forth in this section 9B(i) or (ii) above, Buyer shall indemnify Doble in the same manner and to the same extent that Doble would indemnify Buyer pursuant to paragraph 9A.
10. **Transfer of Products by Buyer.** In the event Buyer transfers to a third party any purchased Product supplied hereunder or any right or interest therein, Buyer agrees to indemnify, defend and save Doble harmless from any and all liability of Doble to such transferee or any subsequent transferee in excess of what Doble's liability would have been if such transferee had been bound by these Terms and Conditions of Sale in the same manner as Buyer.
11. **Delay or Termination.**
- A. **Delay requested by Buyer.** Buyer may request that the delivery date for an order or for certain Products within an order be delayed or rescheduled. If Doble accepts such request and delays or reschedules shipment or performance, Buyer agrees to pay Doble for any fees Doble may charge and/or costs Doble incurs for accepting such delay or rescheduling. In addition, if the prices of the Products change during the period in which delivery of the order is delayed, Doble shall be entitled, at its option, to charge Buyer the prices in effect at the time the Products are shipped or performed, instead of the prices in effect at the time the order was placed. Any order held, delayed, or rescheduled beyond a reasonable period of time may be treated by Doble as a Buyer termination under section (b) below.
  - B. **Termination of Orders by Buyer.** Products cannot be returned, and orders once accepted cannot be cancelled, without Doble's prior specific written consent (and at Doble's sole and absolute discretion). Goods authorized for return and/or Doble approved cancellation orders shall be subject to handling, restocking and/or cancellation charges which will include indemnification of Doble against all direct incidental and consequential loss or damage including but not limited to: direct costs; overhead and other costs which are allocable or apportionable under reasonable accounting practices to the order; storage fees; handling and transportation costs; material or personnel expenses of Doble; and lost profits. Payment for restocking and cancellation charges shall be made within 15 days from date of invoice. Buyer shall be responsible for any loss related to or any additional fees that may become applicable due to Buyer's failure to return any Goods to Doble with a clearly marked, Doble-issued, return merchandise authorization (RMA) number,

regardless of whether such Goods was received by Doble. Unless otherwise specified in the applicable quotation, in the case of Lease, rented equipment, and other ongoing Services extending for a year or more, Buyer's order for such Services shall automatically renew at Doble's then current rates at the end of any term unless Buyer advises Doble of its desire to terminate prior to 60 days before the end of a current billing term.

- C. **Delay for reasons beyond Doble's Control.** When Products are ready for shipment and shipment cannot be made because of reasons beyond Doble's control, Doble shall submit an invoice for such Products payable upon receipt thereof and shall, upon written notice to the Buyer, store such Products for Buyer's benefit. In such event, the following conditions shall apply: (i) Products will be stored in a segregated area and tagged as property of Buyer; (ii) Risk of loss of the Products shall pass to the Buyer upon moving the Products to the segregated storage area; and (iii) All expenses incurred by Doble in connection with the storage of products, including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by the Buyer upon submission of invoices by Doble.
  - D. **Termination of Orders by Doble.** For any material breach of these terms and conditions by Buyer, Doble shall have the right to cancel any order at any time without penalty by written notice to the Buyer.
12. **Buyer's Premises.** If in connection with the sale of the Products, Doble is required to perform any work in Buyer's premises, Buyer will be solely responsible for isolation and disconnection of any equipment or apparatus to be tested, if applicable. Buyer will be responsible for the supervision, control, health and safety of Buyer's personnel. Buyer will comply with and ensure that its personnel are properly trained and licensed under all laws and regulations relating to health, safety and/or the environment that are applicable in the Buyer's country and jurisdiction including federal, state, and local laws (or international equivalent) and any revisions to such laws or successor legislation. In the event Buyer fails to provide a working environment that meets the requirements set forth herein, such failure is hereby deemed a material breach and Doble has the right to terminate any such order in accord with Section 11(D).
13. **Product Notices.** Buyer shall provide all direct users or purchasers of any Doble equipment (including its employees) with all Doble supplied product notices, warnings, instructions, recommendations, and similar materials.
14. **Limitation on Assignment.** Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Doble shall have the right to subcontract or delegate any portion of its obligations to any party or assign all its rights and obligations to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.
15. **Choice of Law.** The rights and remedies of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts without regard to the choice-of-law rules thereof, and the parties agree that jurisdiction and venue for any action arising out of the terms and conditions herein shall be exclusively in state or federal courts located in Massachusetts, United States of America. Prior to initiation of any legal action by either party, the parties shall attempt in good faith to resolve any dispute promptly by negotiation between their duly authorized representatives. In connection with such negotiations, the parties agree to honor reasonable requests for information and to meet within 30 days of a request by the other party at a mutually acceptable time and place. Notwithstanding the provisions of this section, (i) in the case where the Doble contracting party is Morgan Shaffer Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Quebec, Canada and the federal laws of Canada applicable therein; and (ii) in the case where the Doble contracting party is Manta Test Systems Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods, including its adoption by the Province of Ontario under the International Sales of Goods Act (Ontario), shall not apply to the Agreement.
16. **Compliance with Laws.** Each party agrees to comply with all applicable local, state and federal laws and executive orders and regulations in the performance of this Agreement. Each party shall indemnify the other party against any loss, cost, damage or liability by reason of such party's violation of this section.
17. **Legal Fees.** In the event of any litigation arising herefrom, Doble shall be entitled to recover from Buyer all reasonable legal fees, costs and expenses incurred by Doble in enforcing any of Doble's other rights hereunder.
18. **Waiver.** Waiver by Doble of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
19. **Confidentiality.** In connection with the performance of this Agreement, the parties may share and/or exchange proprietary, sensitive and confidential business information with one another. This may include, but is not limited to, know-how, documents, designs, drawings, processes, bills of material, specifications, proposed pricing or other information that is conspicuously marked as proprietary ("Proprietary Information"). Without limiting the generality of the foregoing definition, the parties specifically acknowledge that all Buyer specific information relating to Buyer's assets is deemed Proprietary Information. Each party is required to hold the other party's Proprietary Information in the strictest confidence; to protect it from disclosure and



unauthorized use; to not release it to any third party without the disclosing party's express written consent; and to only use such Proprietary Information in connection to perform its obligations under this Agreement. Doble will be permitted to retain technical data for the sole purpose of creation of statistical models showing representative characteristics of operating data, but without any specific links or identification to the Buyer, the Buyer's Assets or configuration in which the asset was originally linked.

20. **Exceptions and Special Terms.** Subject to Section 1, no requested alterations to the terms of this Agreement shall be valid except by Doble's express authorization. Any such mutually agreed-upon alterations to the terms of this Agreement shall be set forth in a separate schedule, which shall be deemed Schedule A to this document and will and must be signed by both parties and include the full legal names of both parties and the date of signing. Such Schedule A shall be effective as to the later of the two dates in the signature block.
21. **Entire Agreement.** This document, together with the applicable quote and/or order confirmation, contains the entire agreement between Doble and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein.
22. **Severability.** In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof. Notwithstanding the foregoing, to the extent the rights and remedies hereunder are governed by Canadian law in accordance with Section 15, if any section, subsection, sentence or clause hereof shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of these terms and conditions as a whole or of any article, subsection, sentence or clause hereof not so adjudged, and the remaining terms and provisions of this shall remain unimpaired and in full force and effect.
23. **Timely On-Site Performance by Doble.** Any timely on-site performance by Doble is contingent upon Buyer providing Doble with: (i) an appropriate work area; (ii) unrestricted access to Buyer's assets (which will be isolated and disconnected by Buyer, if applicable); (iii) all required technical information and data, including drawing approvals, and required commercial documentation; (iv) removal or remedy of obstructions to or interruptions in the performance of the Services; (v) any special instrument necessary for the performance of the Services as specified in the quotation and (vi) the support of Buyer's employees, as needed.
24. **Choice of Language.** The parties have requested and do hereby confirm their request that the present contract be in English only. LES PARTIES DECLARENT QU'ILS ONT EXIGÉ ET PAR LES PRESENTS CONFIRMENT LEUR DEMANDE QUE CE CONTRAT SOIT REDIGÉ EN ANGLAIS SEULEMENT.

# INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

**Date:** July 19, 2024

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Letter Agreement – The Roffe Group of Robinson+Cole

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Attached is a letter agreement confirming that the Inc. Village of Freeport is a third-party beneficiary to the March 1, 2024 agreement (“Agreement”) reached between the New York Association of Public Power and The Roffe Group of Robinson+Cole (“the firm”). Under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member. The Village will be paying the firm directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. Freeport’s portion is a fixed fee of \$1175.00 per month plus 23.5% of the miscellaneous expenses incurred. The contract period is from March 1, 2024 through February 28, 2025.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve the letter agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, effective March 1, 2024 through February 28, 2025 for the cost of \$14,100.00 plus 23.5% of the miscellaneous expenses incurred. 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).

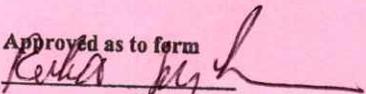


Eric Rosmarin  
Superintendent of Electric Utilities

ER: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 \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, that the following resolution be adopted:

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to approve the letter agreement for lobbying services; and

**WHEREAS**, the agreement confirms that the Inc. Village of Freeport is a third-party beneficiary to the March 1, 2024 agreement (“Agreement”) reached between the New York Association of Public Power and The Roffe Group of Robinson+Cole (“the firm”); and

**WHEREAS**, under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member; and

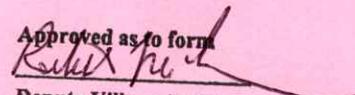
**WHEREAS**, the Village will be paying the firm, The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2024 through February 28, 2025, for the cost of \$14,100.00 (a fixed fee of \$1,175.00 per month) plus 23.5% of the miscellaneous expenses incurred; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby authorized to execute the letter agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2024 through February 28, 2025, for the cost of \$14,100.00 (a fixed fee of \$1,175.00 per month) plus 23.5% of the miscellaneous expenses incurred.

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

# The Roffe Group of Robinson+Cole

July 10, 2023

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

Dear Mayor:

This letter will confirm that the Incorporated Village of Freeport ("IVF") is a third-party beneficiary to the March 1, 2024 agreement (the "Agreement") reached by and between the New York Association of Public Power ("NYAPP") and The Roffe Group of Robinson+Cole ("the firm"). IVF will be a third-party beneficiary for the duration of the Agreement, March 1, 2024 through February 28, 2025.

As a third-party beneficiary to the Agreement, IVF will pay their portion of the NYAPP Agreement directly to the firm which is the sum of Fourteen Thousand and One Hundred Dollars (\$14,100). The fee shall be paid in twelve (12) equal monthly installments of One Thousand One Hundred and Seventy-Five Dollars (\$1,175) per month beginning on March 1, 2024. Such payment shall be due on the first day of each month. The fee shall be a fixed fee, regardless of whether or not the firm devotes time in excess of the retainer amount if calculated at its usual hourly rates.

IVF understands that there are certain expenses that will be incurred by the firm in connection with its representation of NYAPP for which the firm will be reimbursed by IVF for their portion (23.5%) of the expense and against which no credit will be applied for amounts received under the fee arrangement described above. These expenses, which will be reimbursed to the firm include, but are not limited to the following: photocopy charges, reasonable expenses associated with travel incurred by the firm at NYAPP's request, and on-line computer data base charges for the Legislative Retrieval System.

# The Roffe Group of Robinson+Cole

If the foregoing correctly reflects our understanding, please execute this letter under the words "Accepted and Agreed".

Sincerely,

The Roffe Group of Robinson+Cole

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

ACCEPTED AND AGREED:

This \_\_\_\_\_ day of July 2024

Incorporated Village of Freeport

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

Approved as to form



Deputy Village Attorney

**FREEPORT FIRE DEPARTMENT**

**15 BROADWAY**

**FREEPORT, NEW YORK 11520**

July 17, 2024

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

**Akil Mitchell – Hose Co. #4**

**William Perry – Truck Co.**

**Michael Cruz – Truck Co.**

**Dante Jemison – Truck Co.**

Thank you for your courtesy and consideration herein.

Very truly yours,

*Jerry Cardoso*

Jerry Cardoso  
Secretary to the Fire Council  
Freeport Fire Department

**INTER-DEPARTMENT CORRESPONDENCE**

**FREEPORT POLICE DEPARTMENT**

**TO:** Robert T Kennedy, Mayor  
**FROM:** Michael Smith, Chief of Police  
**DATE:** 07/17/2024  
**RE:** RFP for Cameras and Server

This is to request approval for the submittal of the RFP for Cameras and all needed accessories. The Village has been awarded a grant from FEMA, which will be utilized to purchase cameras. Budget line A312002-520103 UNEXPECTED EXP-EQUIPMENT will be used.

The cameras will be used to record areas of the Nautical Mile Esplanade. Quotes have been sought for the equipment, licenses, and installation, and the department has determined that the best way to proceed is to seek an RFP. It is requested that the village advertise the above proposal in the Freeport Leader and other related publications on August 1, 2024.

Specifications may be obtained at the Purchasing Department, Municipal Building, 1<sup>st</sup> Floor, and 46 North Ocean Avenue, Freeport, New York, 11520, or on the Village website, [www.freeportny.gov](http://www.freeportny.gov), from 9:00 a.m. on Monday, August 5, 2024, until 4:00 p.m. Friday, August 23, 2024.

Completed proposals are to be delivered to Ms. Taylor Dorta, Buyer, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. All proposals must be received by 4:00 p.m. Friday, August 23, 2024.



Donnie Ethier  
Deputy Chief of Police

Approved as to form  
Village Attorney  
7/25/24

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

**WHEREAS**, the Village was awarded a Critical Infrastructure Grant from the Federal Emergency Management Agency (FEMA), which will be utilized to purchase cameras and all needed accessories to be used to record areas of the Nautical Mile Esplanade; and

**WHEREAS**, the Police Department is requesting Board approval to authorize the Village Clerk to publish a Request for Proposals for Cameras for the Nautical Mile Esplanade; and

**WHEREAS**, the budget line used for this purchase will be A312002 520103 – unexpected expense - equipment; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Freeport Chief of Police, the Board approves and the Village Clerk be and hereby authorized to publish a “Request for Proposals for Cameras for the Nautical Mile Esplanade” in the Freeport Leader and other relevant publications of general circulation on August 1, 2024, with specifications available from August 5, 2024 through August 23, 2024, and a return date of August 23, 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

Village Attorney

7/25/24

**Notice of Request for Proposals**  
**For**  
**CAMERAS**  
**FOR NAUTICAL MILE ESPLANADE**

**THE INCORPORATED VILLAGE OF FREEPORT**  
**NASSAU COUNTY, NEW YORK**

The Incorporated Village of Freeport is hereby requesting proposals for video cameras and accompanying equipment for installation.

Specifications may be obtained at the Purchasing Department, Municipal Building, 1<sup>st</sup> Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, [www.freeportny.gov](http://www.freeportny.gov), from 9:00 a.m. on Monday, August 5, 2024 until 4:00 p.m. Friday, August 23, 2024.

Completed proposals are to be delivered to Ms. Taylor D'Orta, Buyer, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. **All proposals must be received by 4:00 p.m. Friday, August 23, 2024.**

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

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

Taylor D'Orta  
Buyer, Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – August 1, 2024

# VILLAGE OF FREEPORT

Nassau County, New York



## REQUEST FOR PROPOSAL

### CAMERAS FOR NAUTICAL MILE ESPLANADE

MAYOR  
ROBERT T. KENNEDY

#### TRUSTEES

RONALD ELLERBE  
EVETTE SANCHEZ

JORGE MARTINEZ  
CHRISTOPHER SQUERI

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

Taylor D'Orta, Buyer

Final proposals must be received at the Purchasing Department by  
4:00p.m. Friday, August 23, 2024

## **1. General Expectations**

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

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

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

**Ms. Taylor D'Orta, Buyer  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520**

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

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

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

## **2. Terms of Contract**

The term of the agreement will be for five years.

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

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

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

### **3. Schedule**

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

Proposals must be submitted no later than 4:00 p.m. on August 23, 2024. All submitted proposals must arrive at the office of the Purchasing Department, Incorporated Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at or before 4:00 P.M. on this date. Proposals must arrive in a sealed and clearly labeled enclosure.

### **4. Official Contact**

Proposals are due no later than 4:00 p.m. on August 23, 2024. Each proposal should be sealed and addressed to:

**Inc. Village of Freeport  
Attn: Taylor D’Orta, Buyer  
46 North Ocean Avenue  
Freeport, NY 11520**

Any questions should be directed via e-mail to:

Nicholas Giovanniello  
Police Officer  
N.Giovanniello@freeportpolice.org

### **5. Selection**

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

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

### **6. Scope of Services**

Proposals must meet the following criteria:

- Camera coverage of the “Esplanade” on Woodcleft Ave.
- Camera coverage of the area north and south of 202 Woodcleft.
- Camera coverage east on Hamilton facing Woodcleft
- Camera coverage of MPF #30.
- Cameras may be mounted on 202 Woodcleft

- Camera plan must provide overview and pedestrian sidewalk view.
- All equipment must be compatible with existing Avigilon system
- Installation of equipment

**7. Report Requirements**

None

**8. Subletting or Assigning the Contract**

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

**Experience Requirements and Questionnaire**

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

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

B. What organizations has your company completed projects for?

Name	Address	Phone	Owner
_____			

Contract Amount \_\_\_\_\_

Type of Work: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Name	Address	Phone	Owner
_____			

Contract Amount \_\_\_\_\_

Type of Work \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Name	Address	Phone	Owner
_____	_____	_____	_____

Contract Amount \_\_\_\_\_

Type of Work \_\_\_\_\_

Date of Completion: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Non-Collusive Proposal Certification**

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

- A. The prices in this proposal have been arrived at independently without collusion,
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;
- C. No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the

purpose of restricting competition.

- D. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

## **10. Withdrawal**

A proposal already received may be withdrawn from consideration by the Incorporated Village of Freeport only if the proposing party furnishes a written notice that the proposal is withdrawn prior to the time stated for the opening of the proposal. No withdrawal will be made within 45 days of submission.

## **11. Confidentiality**

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

## **12. Proposal**

Submit **original** proposal and **(2) two hard copies** of your proposal to the Incorporated Village of Freeport's Purchasing Agent, Taylor Dorta and provide the pricing for the following projects:

### **NOTES:**

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

### **Pricing**

Please include a quote for all items listed in the scope of services.

## **13. Certification**

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

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

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

The individual signing this proposal further certifies that no officer or employee of the Incorporated Village of Freeport is personally interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the Village of Freeport, its officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms;

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

Company Name: \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_

Phone of Principal Place of Business: \_\_\_\_\_

Fax of Principal Place of Business: \_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated at this day of \_\_\_\_\_

(Name of Organization) \_\_\_\_\_

By \_\_\_\_\_

(Title of Person Signing) \_\_\_\_\_

**STATE OF NEW YORK: )**

**ss:**

**COUNTY OF NASSAU: )**

\_\_\_\_\_, being duly sworn, deposes and says that he is

\_\_\_\_\_

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

Sworn to before me this

\_\_\_\_\_

\_\_\_\_\_ day

of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

Notary Public

INTER-DEPARTMENT CORRESPONDENCE  
INCORPORATED VILLAGE OF FREEPORT

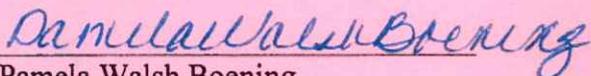
TO: Mayor Robert T. Kennedy  
FROM: Pamela Walsh Boening, Village Clerk'  
DATE: July 22, 2024  
RE: Use & Dissemination Agreement  
NYS Division of Criminal Justice Services & VOF

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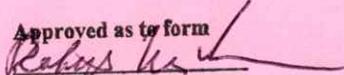
Attached for your review is the Use & Dissemination Agreement between the New York State Division of Criminal Justice Services (DCJS) and the Village of Freeport containing the most current language relating to the U&D and Security Breaches. DCJS processes criminal history record inquiries and returns related history to the Village Clerk, usually within hours of the application submission. Appendix A is the specific list that the Village is authorized to submit fingerprint inquiries. The cost of the fingerprint application is paid by the applicant.

Therefore, it is the recommendation of the Village Clerk that the Mayor and the Board of Trustees approve the Use and Dissemination Agreement with the NYS Division of Criminal Justice Service, 80 South Swan Street, Albany, New York 12210, at no cost to the Village.

The agreement must be signed and return within 14 business days. Upon receipt and execution by DCJS, a fully executed copy will be returned to the Village.

  
Pamela Walsh Boening  
Village Clerk

Attachment

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 Clerk is requesting Board approval for the Use & Dissemination (U&D) Agreement between the New York State Division of Criminal Justice Services (DCJS), 80 South Swan Street, Albany, New York 12210, and the Village of Freeport; and

**WHEREAS**, this agreement contains the most current language relating to the U&D and Security Breaches; and

**WHEREAS**, the DCJS processes criminal history record inquiries and returns related history to the Village Clerk, usually within hours of the application submission; and

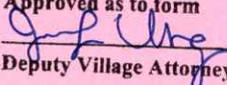
**WHEREAS**, Appendix A is the specific list that the Village is authorized to submit fingerprint inquires; and

**WHEREAS**, the cost of the fingerprint application is paid by the applicant and must be signed and return within 14 business days; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Clerk, the Board approves and the Mayor and/or Village Clerk be and hereby authorized to execute the Use & Dissemination (U&D) Agreement between the New York State Division of Criminal Justice Services (DCJS), 80 South Swan Street, Albany, New York 12210, and the Village of Freeport.

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

**USE & DISSEMINATION AGREEMENT**  
**between**  
**NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES**  
**and**  
**VILLAGE OF FREEPORT – VILLAGE CLERK**

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Pursuant to Executive Law §837(6) and/or §837(8-a), the New York State Division of Criminal Justice Services (DCJS) hereby agrees to allow **Village of Freeport – Village Clerk, Freeport, NY**, the ("User Agency") access to criminal history and wanted and/or missing persons data as may be contained in DCJS and, if applicable, federal Criminal Justice Information Services (CJIS) data files and other state repository files, as available through the Interstate Identification Index (hereinafter referred to as "III"), in accordance with the following terms and conditions:

**DUTIES OF DCJS**

DCJS will process authorized criminal history record inquiries, as specified in the Inquiry Specification list (attached hereto and hereinafter referred to as "Appendix A"), by searching its files and returning related criminal history, wanted and/or missing persons' information, as permitted by New York State law, DCJS administrative regulations, applicable federal statutes and regulations, and CJIS policies and procedures.

DCJS will allow the User Agency to access criminal history data electronically by allowing on-line searches of its files and, if applicable, CJIS files only for those authorized criminal justice purposes specified in Appendix A, and will return related criminal history, wanted and/or missing person's information, as permitted by New York State law, DCJS administrative regulations, applicable federal statutes and regulations, and CJIS policies and procedures.

DCJS will provide such information only to the extent that public funds are made available for that purpose.

DCJS will not allow the User Agency to access criminal history data for research purposes or any other purpose that is not specifically authorized by this Agreement.

**DUTIES OF THE USER AGENCY**

The User Agency will collect, receive, use, and report, when applicable, all information covered by this Agreement in compliance with all applicable state laws and regulations, and all applicable federal laws, regulations, policies and procedures, and restrict inquiries to only those specified in Appendix A.

The User Agency agrees to not access criminal history data for research purposes or any other purpose that is not specifically authorized by this Agreement. The User Agency must submit an official written request for access to criminal history data for purposes not specified in the Appendix A.

For employment and/or licensing purposes, the User Agency agrees to retain criminal history record information supplied by DCJS only for the duration of the appointment and/or licensing investigation process, including any subsequent administrative or judicial appeal of denial of the appointment and/or license. Thereafter, such information must be destroyed in a secure manner so as to preclude unauthorized access/use.

For electronic access, the User Agency must have and maintain the necessary computer and associated equipment. In addition to the aforementioned laws, regulations, policies and procedures, the User Agency must also comply with the Electronic Access Guidelines attached as Appendix B. Electronic access allows the User Agency to extract criminal history record information from DCJS criminal history files and, if applicable, CJIS for inclusion in a separate report, provided such information shall not be compiled by the User Agency into a separate data file(s), in either printed or electronic form, for: (i) the creation of a separate database in lieu of submitting a new inquiry to DCJS; (ii) secondary dissemination unless specifically authorized by law; (iii) research purposes; or (iv) any other purpose that is not specifically authorized by this Agreement.

**USE & DISSEMINATION AGREEMENT**  
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**NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES**  
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The User Agency agrees to protect the security of criminal history record information that is contained in either printed or electronic form and comply with any and all provisions concerning the confidentiality of criminal history record information and the physical security of terminals, printers and other electronic devices, including, where applicable, mobile devices<sup>1</sup>, enabled to electronically access the files of DCJS and, if applicable, the National Crime Information Center (NCIC)/III. All terminals, printers and other electronic devices, including mobile devices, under the control of the User Agency, which allow access to criminal history record information from DCJS files and, if applicable, NCIC/III files, must be in secure locations whether they are within the confines of the User Agency or the User Agency vehicles, or on the persons of the User Agency staff. Access to the locations must be restricted to authorized employees, or, if applicable, visitors - such as vendors - necessary for business purposes. Visitors to computer sites or terminal areas must be accompanied by User Agency staff.

The User Agency will familiarize its personnel with, and adhere to, 34 U.S.C. §10231 and the applicable regulations (see, 28 CFR Part 20; Appendix C) and, when applicable, the CJIS Security Policy, as updated, the NCIC Manual, and the III Operational and Technical Manual, which are incorporated into this Agreement by reference. The User Agency will also familiarize its personnel with, and ensure adherence to, all physical and personnel security, and other relevant provisions, as specified in the Electronic Access Guidelines in Appendix B. This includes, but is not limited to, provisions concerning the confidentiality of criminal history record information and the physical security of terminals enabled to electronically access the files of DCJS and, if applicable, CJIS.

The User Agency will make records available that support and justify criminal history record inquiries to DCJS and, if applicable, CJIS for the purpose of conducting routine, periodic audits to ensure compliance with all applicable laws, regulations, policies, and procedures regarding the information furnished by DCJS and/or CJIS pursuant to this Agreement. The User Agency agrees to keep such records as DCJS may require including a log of all non-fingerprint inquiries, whether made by electronic and non-electronic means, to facilitate audits. The log will reflect, at a minimum, a record of each inquiry showing the date, time, name of subject, specific reason for the inquiry, file or case number, name of person requesting the inquiry, and the terminal operator. In those cases, for which an inquiry is made on behalf of another authorized agency, the ORI code of the requesting agency must be recorded. Fingerprint-based inquiries need not be logged.

The User Agency will appoint a Terminal Agency Coordinator (TAC) who will be responsible for ensuring compliance with this Agreement, and DCJS and, if applicable, CJIS regulations and policies. The TAC will train and affirm the proficiency of terminal operators who access the criminal history files of DCJS, and, if applicable, the criminal history record files of CJIS, prior to the operator being permitted access. For those User Agencies that access CJIS information, in addition to ensuring that training and testing of each terminal operator has been completed pursuant to NCIC policies and procedures, the TAC will also ensure that DCJS-approved training of each terminal operator has been completed and will maintain each operator's certification attesting to such training. For those User Agencies with access to only NYS criminal history, the TAC will ensure that DCJS-approved training of each terminal operator has been completed and will maintain each operator's certification attesting to such training. The TAC will also maintain a complete, accurate, and current listing of all terminal operators and their user identifications. The head of the User Agency will officially notify DCJS upon the appointment of any TAC by submitting a form supplied by DCJS. The User Agency agrees to provide sufficient time during normal business hours for the TAC to perform the duties and responsibilities associated with the position, as explained in the *TAC Guidelines (DCJS-EXT 2422)*.

Upon initial assignment or employment of all personnel who will have access to DCJS or CJIS criminal history record data, including programmers, technicians and other persons who will be utilized to effectuate access to, or initiate transmission of, DCJS or CJIS data, the User Agency will submit the fingerprints of those persons

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<sup>1</sup> Mobile devices are to be used by law enforcement and partnering agencies only.

**USE & DISSEMINATION AGREEMENT**  
**between**  
**NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES**  
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**VILLAGE OF FREEPORT – VILLAGE CLERK**

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and the required state, and, if applicable, federal fee(s) in accordance with DCJS and CJIS criteria for a fingerprint-based criminal history record search. The User Agency shall not permit access of any kind until the User Agency receives and reviews the fingerprint-based search results and makes a determination if access/employment is appropriate. New York State Correction Law §§752-753 provides factors to be considered in making such determinations when an individual has prior criminal convictions. If deemed acceptable, the individual may be granted access. If a felony conviction of any kind is found, access shall be denied, and the User Agency will be responsible for immediately notifying DCJS' Office of Criminal Justice Records (OCJR). Where applicable, a further review may be conducted to determine whether extenuating circumstances exist to grant access to an individual with a felony conviction. Access to CJIS information by an individual with a felony conviction shall be determined pursuant to the federal CJIS Security Policy; and access to NYS-only criminal history information by an individual with a felony conviction shall be determined after a review by the DCJS Commissioner, or his or her designee. The User Agency will be notified upon a completion of such review whether such user shall be permitted access. If an individual approved for access is subsequently arrested, the User Agency will be notified. The User Agency will be responsible for notifying OCJR if such arrest results in a felony conviction. If a felony conviction results from such arrest, the User Agency agrees to review the individual's access in the manner outlined above.

In the event the User Agency believes there was a breach of the security of the System, i.e., the unauthorized acquisition of Criminal History Record Information (CHRI) data or any other criminal justice data provided to the User Agency as granted through this U&D, the User Agency shall initially and immediately notify the DCJS Director of Audit Services. The User Agency shall then immediately commence an investigation, in cooperation with the DCJS Director of Audit Services, to determine if a breach occurred, the scope of the breach and to restore the security of the System to prevent any further breaches. Upon completion DCJS, as the state entity owning the System, will determine if such breach is applicable to State Technology Law §208 STL §208 and GBL §899-aa.

**ACCESS RESTRICTIONS**

Access to criminal history and wanted and/or missing persons' data as may be contained in DCJS and, if applicable, CJIS data files and other state repository files, as available through III, shall only be used for authorized purposes.

Inquiries for employment and/or licensing purposes via telephone, computer to computer, remote terminal, correspondence, or other methods of non-fingerprint inquiry are prohibited. Fingerprints must be submitted for employment and/or licensing purposes.

Secondary dissemination of criminal history record information received from DCJS and/or CJIS is not permitted for any reason unless specifically authorized by law. Secondary dissemination means the transmission of criminal history record information in any form, printed or otherwise, to another agency or individual.

**SUBSEQUENT QUERY REQUIREMENT**

If the User Agency has a subsequent need for criminal history record information pertaining to an individual for whom a previous inquiry was made, the User Agency must submit a new inquiry to DCJS to ensure that it has the most current, complete, and accurate criminal history record report available for that individual. A criminal history record must never be used for research purposes or any other purpose that is not specifically authorized by this Agreement. Further, a criminal history record must not be used again in connection with an extension of the original purpose, or in connection with a new and different purpose. The criminal history record should be retained only so long as is necessary. Criminal history may be retained if: (i) it is a key

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element in a case; (ii) there is a possibility that the record could be challenged; (iii) all levels of appeals have not been exhausted; or (iv) it is necessary to document the circumstances of the case/investigation at the time of the inquiry. Thereafter, such information must be destroyed in a secure manner.

Any criminal history record information electronically extracted and saved in a separate report by the User Agency must not be used for research purposes or any other purpose that is not specifically authorized by this Agreement. Further, any criminal history record information electronically extracted and saved in a separate report by the User Agency must not be used to create a separate database in lieu of submitting a new inquiry to DCJS.

**SUSPENSION OF SERVICE, CANCELLATION, FINES**

DCJS may suspend provision of all/part of the service covered by this Agreement to the User Agency for a known violation of any applicable state or federal laws, rules, regulations, policies, procedures, or this Agreement. The User Agency recognizes that a known violation of 34 USC 10231 and/or the applicable regulations by the User Agency, or its employees, may, if applicable, subject the User Agency to fines up to \$10,000, and may, if applicable, result in suspension of all federal funds. DCJS may resume furnishing any information authorized hereunder when it is satisfied that all violations have been eliminated. Either DCJS or the User Agency may, on 30 days written notice, terminate this Agreement for any reason.

**INDEMNIFICATION OF DCJS**

The User Agency, to the extent permitted by State or federal law, agrees to indemnify and hold DCJS, its officers and employees, harmless from and against any and all claims, demands, actions, suits, and proceedings brought by others arising out of the terms of this Agreement founded upon the negligence or other tortious conduct of the User Agency including, but not limited to, any liability for loss or damage by reason of any claim of false imprisonment or false arrest.

**VALIDATION OF INACTIVE NON-CRIMINAL FINGERPRINTS/SWITCH TO INACTIVE STATUS**

If DCJS retains the User Agency's non-criminal applicant fingerprints in its files for the purpose of issuing reports to the User Agency upon the subsequent arrest of the subject of the retained fingerprints, the User Agency agrees to provide DCJS with:

- (1) The names and NYSID numbers of individuals whose fingerprints were sent to DCJS for identification processing and retention, but whose applications were not approved for employment or licensure by the User Agency; and
- (2) The names and NYSID numbers of individuals who subsequently left the User Agency's employment or relinquished the licensure.

The User Agency agrees to provide these notifications as often as practicable, at least once per year. Once so notified by the User Agency, DCJS agrees to designate as "inactive" the fingerprints of individuals who are no longer in the employment or licensure situation for which they were fingerprinted.

**USE & DISSEMINATION AGREEMENT**  
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**EFFECTIVE DATE**

This Agreement shall supersede any prior Use and Dissemination Agreement between the parties and shall become effective when signed by the Commissioner of DCJS, or his or her designee, and the official of the User Agency having authority to bind the User Agency to the terms and conditions enumerated herein.

**NEW YORK STATE DIVISION OF  
CRIMINAL JUSTICE SERVICES**

**USER AGENCY: VILLAGE OF FREEPORT -  
VILLAGE CLERK**

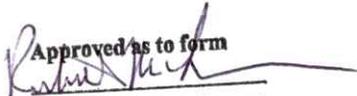
BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

Printed Name: Brendan Barry Printed Name: \_\_\_\_\_

Title: Director Title: \_\_\_\_\_  
Office of Criminal Justice Records

Date: \_\_\_\_\_ Date: \_\_\_\_\_

*Approved as to form*  
  
Deputy Village Attorney

**Appendix A**

**Authorized Inquiry Specification List**

**User Agency: Freeport Village Clerk**

**ORI Number: NY029025Y**

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On-Line Inquiry Reason Code	Purpose of Inquiries	Enabling Authority
	<p><b>NON CRIM FINGERPRINT CARD</b>                      Non-criminal fingerprint submissions pertaining to the following titles and applicants for licensure within the Village of Freeport:</p> <p>Hawker*                      Pawnbroker*                      Peddler/Solicitor*                      Place of Public Assembly*                      Second-Hand Dealer*                      Taxicab Driver*                      Volunteer Fire Department Employees*                      (NY State CHRI response)</p>	<p>Village of Freeport Local Law #2 of 1985, Section 70-1</p>
	<p><b>NON CRIM FINGERPRINT CARD</b>                      Non-criminal fingerprint submissions pertaining to competitive class applicants for Municipal employment within the Village of Freeport*                      (NY State CHRI response)</p>	<p>Civil Service Law §50(4)</p>
	<p><b>NON CRIM FINGERPRINT CARD</b>                      Non-criminal fingerprint submissions for employees who have access to NY State or Federal Criminal History Record Information (CHRI), whether hard copy or electronic form, in the course of their job duties*                      (NY State CHRI response)</p>	<p>9 NYCRR 6051.1(a)(3)</p>

**Remarks:**

\* Fingerprint processing fee required pursuant to Executive Law §837(8-a)

Agencies that are authorized to conduct a FBI fingerprint background check on an applicant (i.e. employment, license, permit, adoption) are obligated to ensure the applicant is provided certain notice. Refer to <https://www.fbi.gov/services/cjis/compact-council> for the following documents regarding the privacy protection of a non-criminal fingerprint submissions:

- Privacy Act Statement
- Guiding Principles: Agency Privacy Requirements for Noncriminal Justice Applicants
- Guiding Principles: Noncriminal Justice Applicants Privacy Rights

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**July 29, 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.