

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**July 25, 2022**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from July 11, 2022.
- b) Request approval of the block party permit application submitted by Lenny Rodriguez, to hold a block party on August 6, 2022 (rain date: August 13, 2022) on Lexington Avenue between Park Avenue and Madison Avenue, from 4:00 P.M. to 10:00 P.M.
- c) Request approval of the block party permit application submitted by Rev. Lucy Reyes, to hold a block party on August 27, 2022 (rain dates: August, 28 or September 3, 2022) on Locust Place between Atlantic Avenue and Southside Avenue, from 2:00 P.M. to 8:00 P.M.
- d) Request approval of the parade and public assembly permit application submitted by Sarika Sharma to hold a parade on Thursday, July 28, 2022, from 7:30 P.M. to 8:30 P.M., starting on Lester Avenue, west on Meister Blvd, not on Jeanette Avenue, ending at 17 Florence Avenue.
- e) Request approval of the parade and public assembly permit application submitted on behalf of Bike to the Beach, to hold the annual Autism Awareness Bike to the Beach event on Saturday, September 24, 2022 from 8:00 A.M. to 11:00 A.M., east on W. Seaman Avenue to Babylon Tpke.
- f) Request approval of the parade and public assembly permit application submitted on behalf of the 9/11 Neighborhood Memorial, to hold a public assembly on September 11, 2022 at the Traffic Circle on S. Bayview Avenue and Ray Street, from 7:00 P.M. to 8:00 P.M.

**2. ASSESSOR – Vilma I. Lancaster**

- a) Request approval of the negotiated settlements for the 2016/2017 through 2022/2023 Final Assessment Rolls for Section 54; Block 081; Lots 101 and 114; a/k/a 235 Sunrise Highway and for the Village Treasurer to issue a corrected 2022/2023 property tax bill and issue a refund in the amount of \$4,641.06 to Herman Katz et al.
- b) Request approval of the negotiated settlements for the 2015/2016 through 2022/2023 Final Assessment Rolls for Section 55; Block 205; Lot 17; a/k/a 71-75 Main Street and for the Village Treasurer to issue a corrected 2022/2023 property tax bill and issue a refund check in the amount of \$14,203.49 to Herman Katz et al.
- c) Request approval of the negotiated settlements for the 2016/2017 through 2022/2023 Final Assessment Rolls for various properties and for the Village Treasurer to issue a corrected 2022/2023 property tax bill and issue a refund check in the amount of \$6,896.16 to Koeppel Martone et al.

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

- d) Request approval of the negotiated settlements for the 2016/2017 through 2022/2023 Final Assessment Rolls for Section 55; Block 491; Lot 342; a/k/a 80 Commercial Street and for the Village Treasurer to issue a corrected 2022/2023 property tax bill and issue a refund check in the amount of \$14,701.86 to Meyer Suozzi et al.
- e) Request authorization to remove exemptions from the 2021/2022 and 2022/2023 Final Assessment Roll for various properties due to a transfer of title from a member of an exempt class to a nonexempt class and for the Village Treasurer to 2021/2022 and 2022/2023 corrected property tax bills.

**3. BUILDING DEPARTMENT – Sergio Mauras**

- a) Request retroactive approval of the professional services contract with Rabco Engineering, P.C., 8 W. Merrick Road, Suite 219, Freeport, New York 11520 for engineering services, from June 1, 2022 through February 28, 2023, for a not to exceed amount of \$20,000.

**4. ELECTRIC DEPARTMENT – Al Livingston Jr.**

- a) Request approval to purchase an Altec Overcenter Articulating Aerial with Material Handling Truck through the New York State contract #PC68526, from Altec Industries, Inc., 33 Inverness Center Parkway, Birmingham, Alabama, 35242, for a cost of \$359,199.
- b) Request retroactive approval of the Dark Fiber lease agreement with the Freeport Union Free School District, 235 N. Ocean Avenue, Freeport, New York, from May 1, 2022 through April 30, 2027, in the amount of \$2,100 per month.

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

- a) Request to use a Village tow vehicle and Jumbo's trailer to transport Jumbo to the NYS Championship Parade on August 21, 2022.
- b) Request to purchase two (2) 15 passenger Ford XLT Mid Roof Vans through NYSOGS mini bid #23166, from Hempstead Lincoln Mercury d/b/a Hempstead Ford, 301 No. Franklin Street, Hempstead, New York 11550, in the amount of \$56,584.53 per vehicle, for a total cost of \$113,169.06, with \$110,000 covered by NYS grant and \$3,196.06 funded by the Village of Freeport Fire Department Budget.

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

- a) Request to award the request for proposal for "The Purchase and Installation of Security Cameras, Software and Accessories" to Intelli-Tec Security Services, 150 Eileen Way, Unit #2, Syosset, New York 11791, in the amount of \$64,670.52, with partial funding of \$50,000 from a FEMA infrastructure grant.

**7. PUBLIC WORKS – Robert R. Fisenne**

- a) Request to advertise a notice to bidders for "Hillside Avenue, Frederick Avenue and Lessing Place Road Improvement Project" in the Freeport Leader on July 28, 2022, with a return date of August 16, 2022.

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

**8. VILLAGE ATTORNEY – Howard E. Colton**

- a) Request approval of the negative declaration pursuant to SEQRA relative to the sale of Section 55, Block H, Lot 372, Section 55, Block 190, Lot 63 and Section 55 Block 190 Lots 51-55.
- b) Request approval of the contract of sale between the Village of Freeport and PDC Northeast LPIV, LLC for Section 55, Block H, Lot 372, Section 55, Block 190, Lot 63 and Section 55 Block 190 Lots 51-55 in the amount of \$49,000,000, and to declare the aforementioned properties surplus.

**PUBLIC COMMENT**

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

**7:15 P.M. PUBLIC HEARING**

1. To consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** July 21, 2022

**RE:** Applicant: Lenny Rodriguez  
Date: August 6, 2022  
Rain Date: August 13, 2022  
Location: Lexington Avenue between Park Ave. and Madison Ave.  
Time: 4:00 P.M. to 10:00 P.M.

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Attached please find a Block Party Permit Application submitted by Lenny Rodriguez, 164 Lexington Avenue to hold a Block Party on August 6, 2022 (rain date: August 13, 2022), on Lexington Avenue between Park Avenue and Madison Avenue from 4:00 P.M. to 10:00 P.M. Approximately 75 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: 7-7-22  
 DESCRIBE EVENT AND PURPOSE: Block Party  
 DATE OF EVENT: Aug 6, 2022 RAIN DATE: Aug 1, 2022  
 TIME: FROM 4pm TO 10pm (Limit 6 hours – ending 10 PM latest)  
 LOCATION OF EVENT: Lexington Ave between Park and Madison  
 NO. PARTICIPANTS EXPECTED: 75 NO. OF RESIDENCES ON BLOCK: 21 VERIFIED BY AUB  
 NAME OF CONTACT/ORGANIZATION: Lenny Rodriguez  
 ADDRESS: 164 Lexington Ave TEL NO. 516-779-8377

RECEIVED  
 2022 JUL -7 10:10:16  
 CLERK'S OFFICE  
 VILLAGE OF FREEPORT NY

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

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

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Michael Peloroso</u>	<u>✓ 166 Lexington Ave</u>	<u>Michael Peloroso</u>
<u>Raphael Bowen</u>	<u>✓ 173 Lexington Ave</u>	<u>Raphael Bowen</u>
<u>Amparo Vudam</u>	<u>✓ 183 Lexington</u>	<u>Amparo Vudam</u>
<u>Annabelle</u>	<u>✓ 171 1/2 Lexington Ave</u>	<u>Annabelle</u>
<u>PATRICE HOBBS</u>	<u>✓ 202 LEXINGTON AVE</u>	<u>Patrice Hobbs</u>
<u>Michelle Wright</u>	<u>✓ 214 Lexington Ave</u>	<u>Michelle Wright</u>
<u>Carmela Pena</u>	<u>✓ 191 Lexington Ave</u>	<u>Carmela Pena</u>
<u>Sofia Efsthaniou</u>	<u>165 Lexington Ave</u>	<u>Sofia Efsthaniou</u>

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

**Fees:**

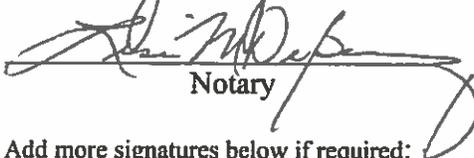
If the application is for the use of any Village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with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

**Affirmation of Understanding and Awareness:**

I Leonardo Rodriguez acting as an authorized representative of NEIGHBORHOOD 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.

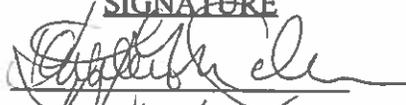
  
Applicant's signature

Sworn to before me this 7th  
day of July 2022

  
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>
<u>Kathleen Peluso</u>	<u>152 Lexington</u>	
<u>Wendy Tulloch</u>	<u>159 Lexington</u>	
<u>Jose Lopez</u>	<u>52 Madison</u>	
<u>Alex Rodriguez</u>	<u>42 Madison</u>	
<u>Darren Fergus</u>	<u>151 Lexington</u>	
<u>Alessandra Romero</u>	<u>158 Lexington</u>	
<u>Darryl Miller</u>	<u>177 Lexington</u>	
<u>Leonardo Rodriguez</u>	<u>164 Lexington</u>	
_____	_____	_____

System Search

Assessment Report Prop

Address: JEZ LEONARDO J & RODRIGUEZ LEONARDO J & NOTION AND SURREISE Highway LEXINGTON AVE FREETPORT, NY 11520

Remarks: LOT-GRP: 228-228 COUNTY CLS: 210.01

Mailing Information: FREERPT, NY 11520-3128

Land Valuation: Last Sale Date: 03/20/2022 Last Sale Value: \$149,000 Land Value: \$149,000

Structure Valuation: Building Value: 3224.00

Assessed Valuation: Assessment Date: 02/28/2013

Sale History: Sale Date: 05/18/1899 Sale Price: \$ 0.00 Deed Information: 11067, 854

Showing 1 to 1 of 1 entries

Mailing Address: CONT

Mailing Name: And

Owner Name: And

Property Address: CONT 164 LEXINGTON AVE

In Care of: And

Tax Parcel ID: (port H: 10/1/2022)

Available Reports: Assessors Parcel Assessment

Run Report

Layers

Basemaps

Buffer

## Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Lenny Rodriguez 164 Lexington Ave.

Freeport New York 11520 516 779-8377  
City State Zip Telephone #

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

**Block Party:** Lexington Ave. between Park Ave. & Madison Ave.

**Date:** August 6, 2022

**Rain Date:** August 13, 2022

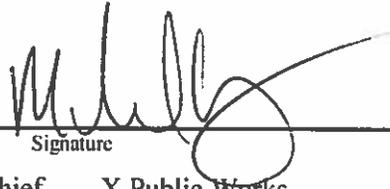
**Time:** 4:00 P.M. to 10:00 P.M.

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 10:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 10:00 P.M. 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 Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 5. Applicant: Lenny Rodriguez 164 Lexington Ave. Freeport 516-779-8377**

**THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)**

**THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.**

Please note the block party permit may be revoked by the Chief of Police, or designated representative, at any time prior to or during the block party for violation of Freeport Village Code Section 155-67.

Issued by Deputy Chief Michael Williams  07/7/2022  
Rank Name Signature Date

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

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

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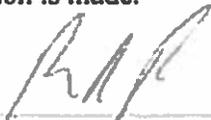
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** July 12, 2022  
**RE:** Block Party Application – Lenny Rodriguez

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**RE:** Block Party Permit Application  
**Applicant:** Lenny Rodriguez  
**Date:** Saturday, August 6, 2022  
**Rain Date:** Saturday, August 13, 2022  
**Location:** Lexington Ave between Madison Ave and Park Ave  
**Time:** 4:00 P.M. – 10:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Lenny Rodriguez. 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

**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:** Deputy Chief Michael Williams  
**DATE:** July 7, 2022  
**RE:** Block Party- Lexington Ave. between Pine St. & Madison Ave.

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After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,



Michael Williams  
Deputy Chief of Police

## **Pamela Boening**

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**From:** Ray Maguire  
**Sent:** Sunday, July 10, 2022 9:32 AM  
**To:** Pamela Boening  
**Subject:** RE: 8.6.2022 Lexington Avenue Block Party

I have reviewed the Block Party application for August 6, 2022 (Rain Date: August 13, 2022)

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, July 7, 2022 4:31 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@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:** 8.6.2022 Lexington Avenue Block Party

Please send recommendation.

*Pamela Walsh Boening*  
Village Clerk

Village of Freeport  
46 N. Ocean Avenue

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** July 21, 2022

**RE:** Block Party Permit  
Applicant: Rev. Lucy Reyes  
Date: August 27, 2022  
Rain Date: August 28, 2022 or September 3, 2022  
Location: Locust Place between Atlantic Ave. and Southside Ave.  
Time: 2:00 P.M. to 8:00 P.M.

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Attached please find a Block Party Permit Application submitted by Rev. Lucy Reyes, 361 Locust Place Avenue to hold a Block Party on August 27, 2022 (rain date: August 28, 2022 or September 3, 2022), on Locust Place between Atlantic Avenue and Southside Avenue from 2:00 P.M. to 8:00 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  
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: 7/11/22  
 DESCRIBE EVENT AND PURPOSE: KIDS BLOCK Party  
 DATE OF EVENT: 8/27 RAIN DATE: 8/28 or 9/3  
 TIME: FROM 2 PM TO 8 PM (Limit 6 hours – ending 10 PM latest)  
 LOCATION OF EVENT: Southside Locust Pl Between Southside and Atlantic Ave  
 NO. PARTICIPANTS EXPECTED: 50 NO. OF RESIDENCES ON BLOCK: 1 VERIFIED BY \_\_\_\_\_  
 NAME OF CONTACT/ORGANIZATION: Reverend Lucy Reyes  
 ADDRESS: 361 Locust Pl TEL NO. 347-727-3142

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>Lucy Reyes</u>	<u>361 Locust Pl</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 Lucy Reyes acting as an authorized representative of Lucy Reyes <sup>MINISTRIES</sup> swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 135, 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.

Rev. Lucy Reyes  
Applicant's signature

Sworn to before me this 14

day of July, 2022

Donna L Sullivan  
Notary

DONNA L SULLIVAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SU6344420  
Qualified in Nassau County  
My Commission Expires 07-11-2024

Add more signatures below if required:

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Lucy Reyes</u>	<u>361 Locust Pl</u>	<u>[Signature]</u>
<u>Solomon Boya</u>	<u>364 Locust Pl</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
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# Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Rev. Lucy Reyes 361 Locust Place

Freeport New York 11520 347-727-3142  
City State Zip Telephone #

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

**Block Party:** Locust Place between Atlantic Avenue and Southside Avenue

**Date:** August 27<sup>th</sup>, 2022

**Rain Date:** August 28 or September 3

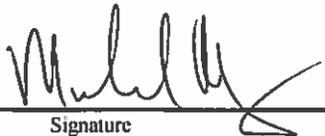
**Time:** 2:00 P.M. to 8:00 P.M.

- 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 the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 8:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 8:00 P.M. 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 Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway.**
- 5. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 6. Applicant: Rev. Lucy Reyes, C# 347-727 3142**

**THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)**

**THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.**

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

Issued by Deputy Chief Michael G. Williams  07/18/2022  
Rank Name Signature Date

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



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

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**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** July 14, 2022  
**RE:** Block Party Application – Rev. Lucy Reyes

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**RE: Block Party Permit Application**  
**Applicant:** Rev. Lucy Reyes  
**Date:** Saturday, August 27, 2022  
**Rain Date:** Sunday, August 28, 2022  
**Location:** Locust Place between Atlantic Avenue and Southside Avenue  
**Time:** 2:00 pm – 8:00 pm

I have reviewed the above-referenced Block Party Permit Application submitted by Rev. Lucy Reyes. 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:** Ray Maguire  
**Sent:** Monday, July 18, 2022 7:30 AM  
**To:** Pamela Boening  
**Subject:** RE: 8.27.2022 Block Party Locust Place

I have reviewed the Block Party application for August 27, 2022 (Rain Date: August 28, 2022 and September 3, 2022)

I do not foresee any negative impact in the performance of our duties. 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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, July 14, 2022 10:31 AM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@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:** 8.27.2022 Block Party Locust Place

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** July 21, 2022

**RE:** Parade and Public Assembly  
Applicant: Sarika Sharma  
Date: Thursday, July 28, 2022  
Time: 7:30 P.M. to 8:30 P.M.

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Attached please find a copy of the request for a Parade and Public Assembly Permit Application submitted by Sarika Sharma, to hold a pre-wedding religious ceremony on Thursday, July 28, 2022, from 7:30 P.M. to 8:30 P.M. Fifteen (15) individuals will walk north from 8 Lester Avenue, west on Meister Blvd, north on Jeanette Avenue arriving at 17 Florence Avenue. Three individuals will be playing drums during the procession.

Also included are the recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner.

  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION**

**Applicant:**

Sarika Sharma 8 Lester Ave Freeport NY 11520  
Name Address Apt City State Zip  
516-996-2244 Pre-wedding religious ceremony  
Telephone # Business # Permit Applicant Organization Affiliation

**Organization:**

\_\_\_\_\_  
Organization Name Address City State Zip  
 \_\_\_\_\_  
Telephone #

**Organization Representatives (Other than applicant):**

1) \_\_\_\_\_ Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_ Position  
 2) \_\_\_\_\_ Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_ Position  
 3) \_\_\_\_\_ Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_ Position  
 4) \_\_\_\_\_ Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_ Position

**Parade/Public Assembly:**

Date Requested: 07/28/2022 Assembly Time: 7:30 AM  PM  
 Starting Time: 7:30 AM  Finish Time: 8:30 AM

**Route/Public Assembly Location:**

We want to assemble at 17 Florence Ave  
Location  
 The parade will start at 8 Lester Ave to \_\_\_\_\_  
Location  
8 Lester Ave to Meister Blvd to \_\_\_\_\_  
Direction/Location Direction/Location  
Meister Blvd to Jeanette Ave & Florence Ave  
Direction/Location Direction/Location  
 \_\_\_\_\_ to \_\_\_\_\_ to \_\_\_\_\_  
Direction/Location Direction/Location  
 \_\_\_\_\_ to \_\_\_\_\_ to \_\_\_\_\_  
Direction/Location Direction/Location

Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?

- a) All of the width will be occupied? \_\_\_\_\_
- b) Only a portion of the width will be occupied, consisting of ✓ lanes. (sidewalk).



Sarika Sharma  
8 Lester Avenue  
Freeport, NY 11520  
(516)-996-2244

Sarika Sharma agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of sidewalk on 17 Florence Avenue in Freeport by Sarika Sharma, whether or not such injury to persons or damage to property are due or claim to be due to any negligence of Sarika Sharma their employees or agents.

Sign:

Sarika Sharma

Date: 07/13/2022

**Insurance Requirement Notice: (if required)**

**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 or the hold harmless cited below, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.

(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 (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 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.

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

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

Sworn to before me this \_\_\_\_\_

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

\_\_\_\_\_  
Notary

8 Lester Avenue  
Freeport, NY 11520  
(516)-996-2244

Dear Sir / Madam,

I'm requesting a permit for a pre-wedding religious ceremony, that will take place at the above address and then proceed to my neighbor home at 17 Florence Avenue. The ceremony will take place between the 7:30pm - 8:30pm with approximately 15 people including 3 men to play the religious drums. Thank you kindly for your cooperation.

Regards,  
Sarika Sharma

A handwritten signature in cursive script that reads "Sarika Sharma".

# 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 Sharika Sharma 8 Lester Avenue

<u>Freeport</u> <small>City</small>	<u>New York</u> <small>State</small>	<u>11520</u> <small>Zip</small>	<u>8 Lester Avenue</u> <small>Address</small> <u>(516)996-2244</u> <small>Telephone #</small>
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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: **PRE –WEDDING PARADE PROCESSION**

LOCATION: **8 LESTER AVE. TO 17 FLORENCE AVE.**

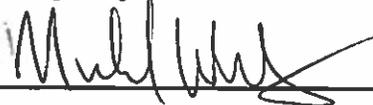
DATE: **JULY 28<sup>TH</sup> 2022**                      TIME: **7:30 P.M. TO 8:30 P.M.**

1. **Assembly at 7:30 P.M., event starts at 7:30 P.M. and should end by 8:30 P.M. sharp without prompting from police.**
2. **The participants will remain aware of village noise ordinances. Sound levels will be kept at an acceptable limit.**
3. **Vehicle traffic will not be blocked or redirected during the event.**
4. **The parade route will be starting at 8 Lester Ave. proceeding north to Meister Blvd then west to Jeanette Ave. and north to Florence Ave.**

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

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

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

Issued by: Deputy Chief Michael Williams  07/18/2022

Rank	Name	Signature	Date
CC to: <input checked="" type="checkbox"/> Mayor	<input checked="" type="checkbox"/> Village Attorney	<input checked="" type="checkbox"/> Fire Chief	<input checked="" type="checkbox"/> Public Works
<input type="checkbox"/> Postmaster	<input checked="" type="checkbox"/> Affected Public Transportation Utilities	<input type="checkbox"/> Other:	

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

**Michael Smith  
Chief of Police**

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

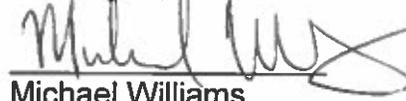
**TO: Pamela Walsh-Boening, Village Clerk**  
**FROM: Assistant Chief Michael Williams**  
**DATE: July 18<sup>th</sup> 2022**  
**RE: Pre-Wedding Parade procession Lester Ave to Florence Ave.  
on, July 28<sup>th</sup> 2022 from 7:30 pm to 8:30 pm**

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After review of the attached Public Assembly Permit Application I am informing you that the permit is conditionally approved. The condition is that this matter must be 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  
Deputy 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 Fisenne, Superintendent of Public Works

**DATE:** July 14, 2022

**RE:** Parade and Public Assembly Permit Application  
Applicant: Sarika Sharma / Pre-Wedding Religious Ceremony  
Date: Thursday, July 28, 22  
Time: 7:30 pm – 8:30 pm  
Location: Walking north from 8 Lester Avenue, west on Meister Blvd, north on Jeanette Avenue arriving at 17 Florence Avenue.

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I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Sarika Sharma to hold a pre-wedding religious ceremony walk with 3 individuals playing drums during procession.

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, P.E.  
Superintendent of Public Works

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

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**From:** Ray Maguire  
**Sent:** Monday, July 18, 2022 7:30 AM  
**To:** Pamela Boening  
**Subject:** RE: 7.28.2022 PARADE AND PUBLIC ASSEMBLY

I have reviewed the Parade & Public Assembly Permit application for July 28, 2022 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this is a small group of 15 participants marching.

Event Coordinator(s) should be cognizant of moving the participants if Emergency Vehicles are approaching.

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

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

Ray Maguire

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Wednesday, July 13, 2022 3:06 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@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:** 7.28.2022 PARADE AND PUBLIC ASSEMBLY

Please send recommendation.

## Pamela Boening

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**From:** Christine Maguire  
**Sent:** Wednesday, July 13, 2022 4:49 PM  
**To:** Pamela Boening; Michael Smith; Robert Fisenne; Ray Maguire  
**Cc:** carl hetzel; Williams, Deputy Chief Michael G.; Muldowney, Mary Clerical; Ben Terzulli; Sheryl Sobers; Sabrina Lafleur; Madelyn de la Fe; Conor Kirwan  
**Subject:** RE: 7.28.2022 PARADE AND PUBLIC ASSEMBLY

Hi Pam,

The insurance is approved for the 7/28/22 parade and public assembly.

Regards,

Christine Maguire  
Human Resources  
516-377-2293

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Wednesday, July 13, 2022 3:06 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@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:** 7.28.2022 PARADE AND PUBLIC ASSEMBLY

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** July 21, 2022

**RE:** Parade and Public Assembly- Autism Awareness Ride to the Beach  
Applicant: Carl Sylvester  
Organization: Bike to the Beach  
Date: Saturday, September 24, 2022  
Time: 8:00 A.M. to 11:00 A.M.

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Attached please find a copy of the request for a Parade and Public Assembly Permit Application submitted by Carl Sylvester, on behalf of Bike to the Beach Inc., to hold the annual Autism awareness Bike to the Beach event on Saturday, September 24, 2022, from 8:00 A.M. to 11:00 A.M. The participants will enter the Village on W. Seaman Avenue, turn right onto Babylon Turnpike and continue their route into Merrick. Also included are the full routes and crisis plan.

Also included are the recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner.

  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION**

**Applicant:**

<u>Carl Sylvester</u>	<u>1990 K St. NW 2nd Floor</u>	<u>Washington, DC</u>	<u>DC</u>	<u>20006</u>
<small>Name</small>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
<u>(202) 256-7887</u>		<u>Operations Manager</u>		
<small>Telephone #</small>	<small>Business #</small>	<small>Permit Applicant Organization Affiliation</small>		

**Organization:**

<u>Bike to the Beach, Inc.</u>	<u>1990 K St. NW 2nd FL c/o Autism Speaks</u>	<u>Washington, DC</u>	<u>DC</u>	<u>20006</u>
<small>Organization Name</small>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
<u>(202) 256-7887</u>				
<small>Telephone #</small>				

**Organization Representatives (Other than applicant):**

1) <u>Robby Walsh</u>	<u>(301) 580-7231</u>	<u>Chairman of the Board</u>
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
2) <u>Benjamin Dalley</u>	<u>(202) 341-3552</u>	<u>Director of Operations</u>
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
3) _____	_____	_____
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
4) _____	_____	_____
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>

**Parade/Public Assembly:**

Date Requested: 9/24/2022 Assembly Time: 8:00 AM PM  
Starting Time: 8:00 AM PM Finish Time: 11:00 AM PM

**Route/Public Assembly Location:**

We want to assemble at NA Location \_\_\_\_\_

The parade will start at W. Seaman Avenue (at Village Line) to \_\_\_\_\_

<u>Seaman Avenue (Traveling East)</u>	to	<u>Right onto Babylon Turnpike</u>	to
<small>Direction/Location</small>		<small>Direction/Location</small>	
_____	to	_____	to
<small>Direction/Location</small>		<small>Direction/Location</small>	
_____	to	_____	to
<small>Direction/Location</small>		<small>Direction/Location</small>	
_____	to	_____	to
<small>Direction/Location</small>		<small>Direction/Location</small>	

Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?  
a) All of the width will be occupied? No (Right most and Road Shoulder)  
b) Only a portion of the width will be occupied, consisting of 1 lanes.

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

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**Participants:**

What is the approximate number of:

a) Persons 250 b) Animals N/A c) Vehicles 5 d) Utility trailer float N/A, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: Cars and Vans that will provide assistance or aid to cyclists if need be.

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A minimum of (100) one hundred feet of space must be maintained between units.

Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: Turn signs (24"x24") will be placed along the route to give participants directional cues. They will be put up the day prior, and taken down the day of.

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For your Parade/Public Assembly, are any public facilities or equipment to be utilized: \_\_\_\_\_ Yes  No  
If yes, please describe and attach all related correspondence or permits that authorize their use.

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What is the estimated number of spectators or Public Assembly visitors? N/A

**Insurance Requirement Notice: (if required)**

**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 or the hold harmless cited below, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.

**Insurance Requirement Notice (continued):**

(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 (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 of (Name of applicant or contracted operator) their employees or agents.

Sign: Carl Sylvester Carl Sylvester, Bike to the Beach, Inc.  
(Name of representative and company name)

Date: 6/29/22

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

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

**Affirmation of Understanding and Awareness:**

I Carl Sylvester acting as an authorized representative of Bike to the Beach, Inc. swears under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155; Article VI entitled Parades and Public Assemblies. Further, if granted a permit I agree to abide by all of the provisions and stipulations of such code.

Carl Sylvester  
Signature of Applicant

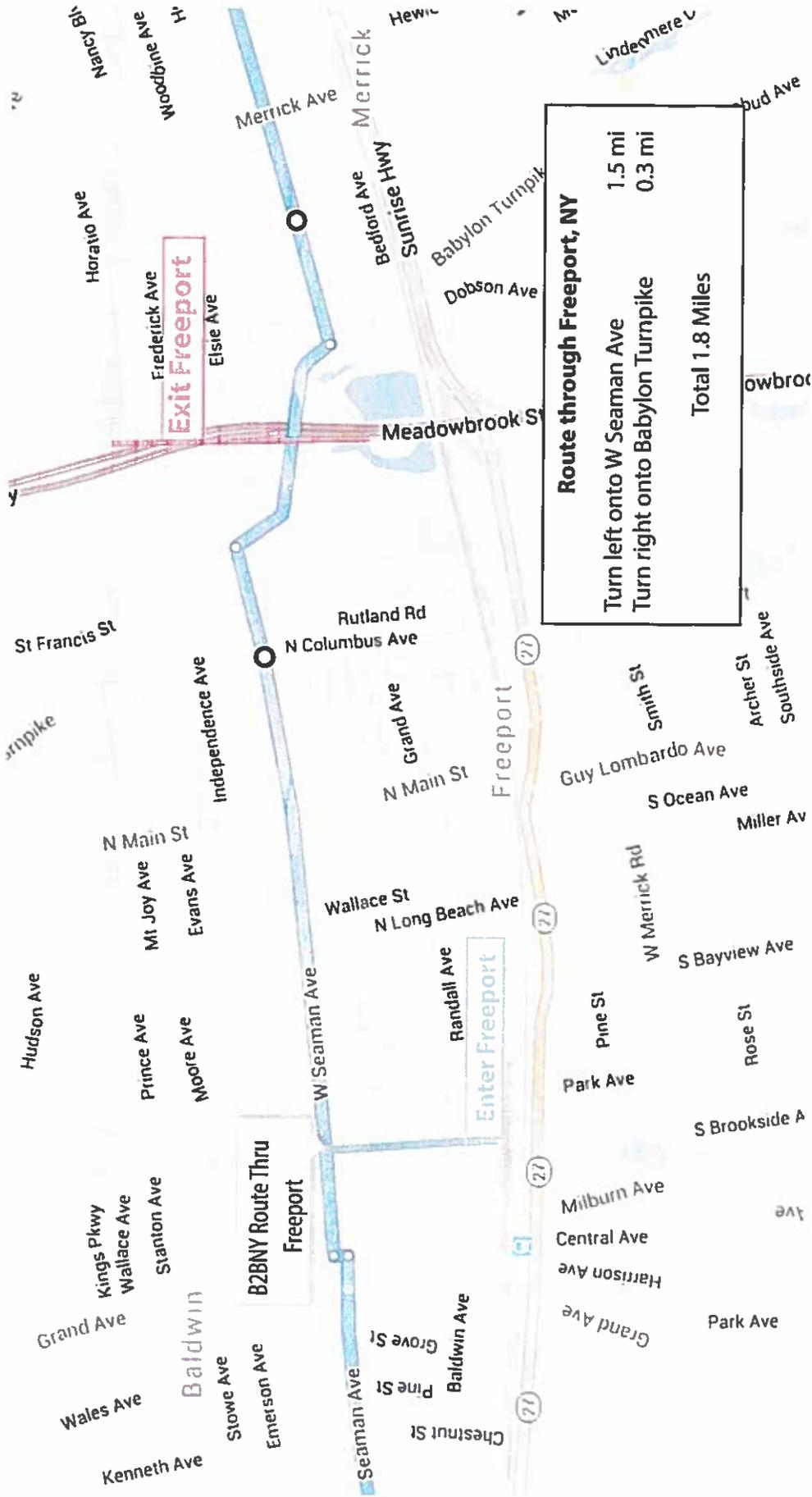
Sworn to before me this 29

day of June 2022

DK  
Notary

DAVID KIM  
Notary Public - State of Maryland  
Montgomery County  
My Commission Expires May 1, 2023





**Questions?**  
**Contact:** Ben Dalley  
 202.341.3552  
 Ben@Biketotheseach.org

## Our Riders Obey the Rules of the Road

At Bike to the Beach, we know that sharing public roadways is not a right – it's a privilege. By law, bicycles are classified as vehicles and as such are subject to the same laws, and we make every effort to ensure that our riders follow the rules of the road. We take a no tolerance approach to enforcing the rules of the road and safe cycling rules. Our Safety Crew will remove Riders who are endangering themselves and others through careless cycling.

Bike to the Beach enforces the following rules of the road. Our riders ...

- *Go With the Traffic Flow - Ride on the right in the same direction as other vehicles. Go with the flow – not against it. Motorists aren't looking for bicyclists riding on the wrong side of the road. State law and common sense require that bicyclists drive like other vehicles. Do not ride on the sidewalk.*

- *Obey All Traffic Laws - A bicycle is a vehicle and you're a driver. When you ride in the street, obey all traffic signs, signals, and lane markings.*

- *Ride with the group – When riding with other bikers, ride with the group in the same traffic lane or in the same shoulder. Ride two-by-two or in a single file line on the right side of the road or in a bike lane. Allow plenty of room for cars and other vehicles to pass on your left.*

- *Stay in bike-lanes or on road shoulder - Chose the safest path when on the road and stay to the right.*

- *Do NOT Pass on the Right - Motorists may not look for or see a bicycle passing on the right.*

- *Ride Predictably - Ride in a straight line, not in and out of cars. Signal your moves to others.*

- *Stay Alert at All Times - Use your eyes AND ears. Watch out for potholes, cracks, wet leaves, storm grates, railroad tracks, or anything that could make you lose control of your bike. You need your ears to hear traffic and avoid dangerous situations; don't wear headphones when you ride.*

- *Look Before Turning - When turning left or right, always look behind you for a break in traffic, then signal before making the turn. Watch for left- or right-turning traffic.*

- *Watch for Parked Cars - Ride far enough out from the curb to avoid the unexpected from parked cars (like doors opening, or cars pulling out).*

- *Follow Lane Markings - Don't turn left from the right lane. Don't go straight in a lane marked "right-turn only."*



## BIKE TO THE BEACH NEW YORK : TURN-BY-TURN DIRECTIONS

Type	Notes	Distance (miles)	
		From Start	Ride this Distance
Start	Start of route	0	0.03
Left	Turn left onto Warren St	0.03	0.4
Straight	Continue onto City Hall Park Path	0.43	0.14
Left	City Hall Park Path turns slightly left and becomes Brooklyn Bridge Promenade	0.57	0.01
Right	Turn right to stay on Brooklyn Bridge Promenade	0.58	0.78
Straight	Take the pedestrian overpass	1.36	0.68
Right	Turn right onto Tillary St	2.04	0.01
Left	Turn left onto Adams St/Brooklyn Bridge Blvd	2.05	0.28
Straight	Continue onto Boerum Pl	2.33	0.32
Left	Turn left onto Dean St	2.65	1.57
Right	Turn right onto Washington Ave	4.22	0.55
Left	Turn left onto Brooklyn-Queens Greenway/Eastern Parkway Bicycle and Pedestrian Mall	4.77	1.96
Right	Turn right onto Brooklyn-Queens Greenway/Bufalo Ave	6.73	0.14
Left	Slight left to stay on Brooklyn-Queens Greenway/Bufalo Ave	6.87	0.03
Left	Turn left onto Brooklyn-Queens Greenway/E New York Ave	6.9	1.97
Right	Turn right onto Hendrix St	8.87	0.6
Right	Turn right onto New Lots Ave	9.47	0.06
Left	Turn left onto Van Siclen Ave	9.53	0.61
Left	Turn left onto Cozine Ave	10.14	0.11
Right	Turn right onto Schenck Ave	10.25	0.17
Straight	Continue onto Vandalia Ave	10.42	0.06
Right	Turn right	10.48	0.89
Left	Slight left	11.37	0.09
Right	Turn right onto Erskine St/Erskine Loop	11.46	0.12
Left	Turn left	11.58	0
Right	Turn right at Erskine St/Erskine Loop	11.58	0.01
Right	Turn right	11.59	6.54
Right	Turn right toward Aviation Rd	18.13	0.03
Left	Turn left onto Aviation Rd	18.16	0.02
Left	Turn left onto Flatbush Ave/Marine Pkwy	18.18	0.11
Straight	Continue onto Marine Pkwy Bridge	18.29	0.98
Right	Turn right	19.27	0.06
Left	Turn left	19.33	0.03
Left	Turn left onto Rockaway Point Blvd/State Rd	19.36	0
Right	Turn right onto Beach 169th St	19.36	0.37
	<b>FDNY Station - Engine 329 (Rest Stop #1)</b>		
	<b>402 Beach 169th St, Rockaway Park, NY 11694</b>		



Type	Notes	Distance (miles)	
		From Start	Ride this Distance
Left	Turn left onto Jacob Riis Park Promenade	19.73	0.25
Left	Turn left	19.98	0.08
Left	Turn left toward Rockaway Beach Blvd	20.06	0.03
Right	Turn right onto Rockaway Beach Blvd	20.09	1.82
Right	Turn right onto Beach 126th St	21.91	0.16
Straight	Continue onto Ocean Promenade Belle Harbor	22.07	0.82
Right	Turn right onto Rockaway Beach Boardwalk	22.89	0.28
Left	Slight left to stay on Rockaway Beach Boardwalk	23.17	0.85
Straight	Continue straight to stay on Rockaway Beach Boardwalk	24.02	1.16
Straight	Continue straight to stay on Rockaway Beach Boardwalk	25.18	2.46
Left	Turn left onto Beach 9th St	27.64	0.03
Right	Turn right onto Seagirt Ave	27.67	0.31
Straight	At the traffic circle, take the 1st exit	27.98	0.11
Left	Turn left	28.09	0.7
Right	Turn right onto Rock Hall Rd	28.79	0.67
Right	Turn right onto Causeway Rd	29.46	0.39
Left	Turn left to stay on Causeway	29.85	0.16
Left	Turn left onto Ocean Ave	30.01	1.12
Left	Turn left onto Albro Ln	31.13	0.19
Right	Turn right onto Atlantic Ave	31.32	0.06
Left	Turn left onto Rutherford Ln	31.38	0.1
Straight	Continue onto Railroad Ave	31.48	0.28
Straight	Continue onto Keene Ln	31.76	0.13
Right	Slight right to stay on Keene Ln	31.89	0.21
Left	Turn left onto Woodmere Blvd S	32.1	0
Right	Turn right onto Crawford Rd	32.1	0.11
Left	Turn left onto Neptune Ave	32.21	0.05
Right	Turn right onto Wood St	32.26	0.08
Left	Turn left onto Brower Ave	32.34	0.01
Right	Turn right onto Walsh Ave	32.35	0.34
	<b>South Shore Bicycle and Fitness Equipment (Rest Stop #2)</b>		
	<b>1067 Broadway, Woodmere, NY 11698</b>		



Type	Notes	Distance (miles)	
		From Start	Ride this Distance
Left	Turn left onto E Broadway	32.69	0.16
Right	Turn right onto Meadowview Ave	32.85	0.59
Right	Turn right onto Everit Ave	33.44	0.25
Left	Turn left to stay on Everit Ave	33.69	0.4
Left	Turn left onto Auerbach Ave	34.09	0.18
Left	Turn left onto E Rockaway Rd	34.27	0.02
Right	Turn right onto Union Ave	34.29	1.18
Left	Turn left onto Atlantic Ave	35.47	0.23
Straight	Continue onto Hempstead Ave	35.7	0.57
Right	Turn right onto Lakeview Ave	36.27	2.82
Straight	Continue onto Seaman Ave	39.09	0.73
Left	Turn left onto Grand Ave	39.82	0.03
Right	Turn right onto W Seaman Ave	39.85	1.79
Right	Turn right onto Babylon Turnpike	41.64	0.6
Left	Turn left onto Smith St	42.24	1.1
Straight	Continue onto Grand Ave	43.34	1.21
Left	Turn left onto Hillside Ave	44.55	0.15
Right	Turn right onto Wilson Ave	44.7	0.32
Left	Turn left onto Old Mill Rd	45.02	0.08
Right	Turn right onto Park Ave	45.1	1.15
	<b>Long Island Health &amp; Racket (Rest Stop #3)</b>		
	<b>3728 Park Ave, Wantagh, NY 11793</b>		

Type	Notes	Distance (miles)	
		From Start	Ride this Distance
Left	Park Ave turns left and becomes W Seamans Neck Rd	46.25	0.32
Right	Turn right onto Demott Ave	46.57	0.05
Straight	Continue onto Clark St	46.62	2.77
Straight	Continue onto Front St	49.39	0.14
Right	Turn right onto Park Ln	49.53	0.05
Left	Turn left onto NY-27 E	49.58	0.23
Right	Slight right onto NY-27A	49.81	0.15
Straight	Continue onto New York State Reference Rte 900D	49.96	0.39
Straight	Continue onto W Oak St	50.35	1.96
Straight	Continue onto W Hoffman Ave	52.31	1.86
Straight	Continue onto Railroad Ave	54.17	0.69
Straight	Continue onto Trolley Line Rd	54.86	0.93
Left	Turn left onto N Carl Ave	55.79	0.02
Right	Turn right onto Railroad Ave	55.81	0.18
Left	Turn left onto Deer Park Ave	55.99	0.02
Right	Turn right onto George St	56.01	0.21
Left	Turn left onto Pearsall Pl	56.22	0.1
Right	Turn right onto John St	56.32	3.04
Straight	Continue onto Community Rd	59.36	0.04
Straight	Continue onto Union Blvd	59.4	5.54
	<b>Calvary Baptist Church (Rest Stop #4)</b>		
	<b>1040 Union Blvd, Bay Shore, NY 11706</b>		



Type	Notes	Distance (miles)	
		From Start	Ride this Distance
Left	Turn left onto S Country Rd/Main St	64.94	3.63
Straight	Continue onto Main St	68.57	1.65
Right	Slight right onto Middle Rd	70.22	3.32
Right	Turn right onto Corey Ave	73.54	0.1
Right	Turn right onto Middle Rd	73.64	0.12
<b>Coreys Creek Park (Rest Stop #5)</b>			
<b>Blue Point, NY 11715</b>			

Type	Notes	Distance (miles)	
		From Start	Ride this Distance
Left	Turn left onto Atlantic Ave	73.76	0.29
Right	Turn right onto Weeks St	74.05	0.39
Left	Turn left onto River Ave	74.44	0.43
Right	Turn right onto Division St	74.87	0.47
Straight	Continue onto Baker St	75.34	0.24
Left	Turn left onto Rider Ave	75.58	0.01
Right	Turn right onto Edwards St	75.59	0.19
Left	Turn left onto Bay Ave	75.78	0.01
Right	Turn right onto Liberty St	75.79	0.21
Left	Turn left onto Grove Ave	76	0.08
Right	Turn right onto Swezey St	76.08	0.63
Left	Turn left onto Roe Ave	76.71	0.14
Right	Turn right onto S Country Rd	76.85	5.35
Straight	Continue onto County Rd 80 E	82.2	0.83
Left	Turn left onto Horseblock Road	83.03	0.38
Right	Slight right onto County Rte 56	83.41	0.02
Right	County Rte 56 turns slightly right and becomes County Rd 56	83.43	1.62
Left	Turn left onto River Rd	85.05	2.69
Right	Turn right onto Moriches-Middle Island Road	87.74	3.43
<b>7-Eleven (Rest Stop #6)</b>			
<b>1481 William Floyd Pkwy, Shirley, NY 11967</b>			



Type	Notes	Distance (miles)	
		From Start	Ride this Distance
Right	Turn right onto Barnes Rd/Weeks Ave	91.17	1.67
Right	Turn right onto County Rd 80 W/Montauk Hwy	92.84	0.25
Left	Turn left onto Mastic Rd	93.09	1.82
Right	Turn right onto Wavecrest Dr	94.91	0.09
Right	Turn right onto Mastic Beach Rd	95	0.08
Left	Turn left onto Francis Landau Pl	95.08	0.36
Right	Turn right onto Floyd Rd	95.44	0.11
Left	Turn left onto Roberts Rd	95.55	0.4
Left	Turn left onto County Rd 46 S/William Floyd Pkwy	95.95	0.04
Right	Slight right onto Probst Dr	95.99	0.04
Left	Slight left onto Margin Dr W	96.03	1.38
Left	Turn left onto Robinwood Dr	97.41	0.01
Right	Turn right onto County Rd 46 S/William Floyd Pkwy	97.42	2.18
Straight	Enter the traffic circle	99.6	0.11
Straight	Exit the traffic circle onto Fire Island Beach Rd	99.71	0.14
Right	Slight right	99.85	0.09
End	End of route	99.94	
	<b>Tiki Joe's Smith Point Park (Finish)</b>		
	<b>1 William Floyd Pkwy, Shirley, NY 11967</b>		

## **Pamela Boening**

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**From:** Carl Sylvester <csylvester@biketotheseach.org>  
**Sent:** Monday, July 11, 2022 2:22 PM  
**To:** Pamela Boening; Lisa DeBourg; drushton@freeportny.gov; Christine Maguire; Conor Kirwan  
**Subject:** Bike to the Beach for Autism 9/24/22 - Freeport, NY Parade & Public Assembly App  
**Attachments:** Freeport NY Village Clerk\_Event Notification 9.24.22.pdf; Freeport, NY\_Parade & Public Assembly App\_Biketotheseach2022.pdf; B2BNY Permit Maps - Freeport 2022.pdf; B2B Turn-By-Turn\_New York\_2022.pdf; Freeport NY Dep. Village Clerk\_Event Notification 9.24.22.pdf; Freeport NY Claims Exam\_Event Notification 9.24.22.pdf; 2022 Freeport, NY Insurance Endorsements.pdf

Good afternoon,

Please see the attached application for our Bike to the Beach for Autism Event scheduled to take place on 9/24/22. Bike to the Beach is a 100-mile charity bike ride from Manhattan to Smith Point County Park. We expect to have about 300 participants who will be traveling along the route in small groups spread out over a couple of hours.

The event requires no road closures and is fully supported by volunteers and private EMS staff. Most riders will bike at an average of 14 miles per hour, and are instructed to take extra precaution to have a minimal impact on the surrounding area and roads.

Included along with the permit application is a route description and maps of the route that affect the Village of Freeport.

A full map of the route can be found here: [Bike to the Beach New York Route](#)

A copy of this application will also be mailed to the Village Clerk's Office. We will follow up with event notifications to the police and fire departments to seek their approval as well.

An insurance certificate and other insurance requirements have been requested and I will provide them as soon as possible. Please let me know if any additional documentation is needed.

Bike to the Beach hosts events in 6 cities, and annually donates over \$1 million to our national and local partners. Our ability to have a significant impact on the lives of people affected by autism would not be possible without the generosity and willingness of local government departments to support our community and events.

If you have any questions or concerns, please feel free to reach out at your earliest convenience.

Thank you, and all the best,

**Carl Sylvester**  
Operations Manager

Bike to the Beach For Autism  
[202.256.7887](tel:202.256.7887) (m)  
[202.280.1418](tel:202.280.1418) (f)  
[www.Biketotheseach.org](http://www.Biketotheseach.org)

## Bike to the Beach for Autism

1990 K St NW, Second Floor  
Washington, DC 20006  
Phone: 202-860-3211  
E-Mail: [Info@biketotheseach.org](mailto:Info@biketotheseach.org)  
Web: [www.biketotheseach.org](http://www.biketotheseach.org)

Date: July 5, 2022

Send To: Village of Freeport Village Clerk's Office

Attention: Village Clerk - Pamela Walsh Boening

Office Location: 46 North Ocean Ave., Freeport, NY 11520

From: Bike to the Beach for autism; Carl Sylvester

Office Location: 1990 K St NW, Second Floor, Washington, DC 20006

Phone Number: 202-860-3211 (main); 202-256-7887 (direct)

Total Pages Including Cover: 4

# EVENT NOTIFICATION

Urgent  Reply ASAP  Please Comment  Please Review  For Your Information

### Comments:

**Notification of Cycling Event for Autism.** Bike to the Beach for autism will take place in the early morning on Saturday September 24th, 2022 along bike friendly roads and will not require any road closures or impact major traffic in any way. It would be greatly appreciated if you would kindly fill out and return the included notification.

This is our 13<sup>th</sup> year hosting this event, and we are excited to continue to make an impact for the millions affected by autism.

We look forward to a great event for Autism awareness and research.

Thank you for your support.



Pamela Walsh Boening  
Village Clerk - Village of Freeport  
46 North Ocean Ave.  
Freeport, NY 11520

July 5, 2022

**Re: Bike to the Beach for autism: Event Notification – September 24th, 2022 Charity Ride**

Village Clerk Walsh Boening,

Bike to the Beach for autism is a fully supported charity cycling event that will be passing through the Village of Freeport area on September 24th, 2022. The purpose of our charity event is to raise awareness and support for autism, and the efforts of our primary ride partner Autism Speaks, as well as to support local autism service providers in the greater New York area.

Cyclists taking part in the event will be assisted in many ways before and during the day of the ride. Leading up to the event, Bike to the Beach provides a training plan, equipment recommendations, and a community of supporters to properly prepare cyclists for the event. Bike to the Beach plans a route that uses preferred cycling roads and commuter routes. While the ride will not include the need of road closures, Bike to the Beach purposefully selects the cycling route to avoid traffic congestion and follow bike safe roads where possible. All cyclists are instructed to and expected to obey all rules of the road. All riders are given a cue sheet, and the route is marked with signs to ensure that riders stay on the preferred course.

Bike to the Beach hosts rest stops every 10-15 miles where riders are given water and food to replenish their hydration and caloric losses from the ride. Along the route, we have 5-10 chase vehicles with food and water, bike pumps and tubes, and medical supplies to assist the cyclists whenever necessary. Area bike mechanics follow along in vans to assist with any major bicycle mechanical failures. The tail end of the cycling group is followed by a van that will pick up any cyclist that feels they cannot finish the event or that is falling behind our scheduled progress for the day. These precautions are taken to ensure a safe and enjoyable ride.

**We do not foresee needing Police, Fire, or Emergency Medical Services.** However, because safety is our number one priority and we need to prepare for the unforeseen, we want to inform you that our event will be passing through the area on September 24th, 2022 beginning at approximately 8:00 AM. We expect all of our riders to pass through area in no more than two hours.

Please contact us with any questions or needs for additional documentation that you may have. You can reach Bike to the Beach by email at [Info@BiketothBeach.org](mailto:Info@BiketothBeach.org) or by phone at (202) 860-3211.

Sincerely,

A handwritten signature in black ink that reads "Robby Walsh" with a small "rv" monogram to the right.

Robby Walsh  
Chairman of the Board  
Bike to the Beach for Autism / Add Impact  
301-580-7231  
[Rwalsh@biketothbeach.org](mailto:Rwalsh@biketothbeach.org)



## Event Notification and Approval



*bike to the beach*

Our jurisdiction has been notified in writing that Bike to the Beach will be taking place on September 24, 2022. We are aware that approximately 200 bicyclists will be participating. Participants will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

**Event Date: September 24th, 2022 8:00 AM**

**\*\*Please fill in the appropriate information below for your jurisdiction:**

Name: Pamela Walsh Boening, Village Clerk

Name of Organization/Jurisdiction: Village of Freeport Village Clerk's Office

Address: 46 North Ocean Ave.  
Freeport, NY 11520

Phone: 516-377-2300  
Fax: 516-771-4127  
Email: pboening@freeportny.gov

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

<p><b>Contact Names and Numbers</b> Please provide a contact name and number for an individual who will be on-duty the time of the event, who will serve as contact in case of emergency or other situation.</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Cell: _____</p>	<p>Does your Jurisdiction provide any of the following services? (check all that apply):</p> <ul style="list-style-type: none"><li>• Police support in congested areas: _____</li><li>• Alerting EMTs: _____</li><li>• Placing VMS's to inform drivers of cyclists on the shoulders: _____</li><li>• Sweeping the streets of debris: _____</li></ul>
--	--

**Please Return to:** Bike to the Beach c/o Autism Speaks  
Attn: Carl Sylvester, Operations Manager  
1990 K St. NW, Second Floor  
Washington, DC 20006  
[Csylvester@biketotheseach.org](mailto:Csylvester@biketotheseach.org)

## Bike to the Beach for Autism

1990 K St NW, Second Floor  
Washington, DC 20006  
Phone: 202-860-3211  
E-Mail: [Info@biketotheseach.org](mailto:Info@biketotheseach.org)  
Web: [www.biketotheseach.org](http://www.biketotheseach.org)

Date: July 5, 2022

Send To: Village of Freeport Village Clerk's Office

Attention: Deputy Village Clerk - Lisa DeBourg

Office Location: 40 North Ocean Ave., Freeport, NY 11520

From: Bike to the Beach for autism; Carl Sylvester

Office Location: 1990 K St NW, Second Floor, Washington, DC 20006

Phone Number: 202-860-3211 (main); 202-256-7887 (direct)

Total Pages Including Cover: 4

# EVENT NOTIFICATION

Urgent  Reply ASAP  Please Comment  Please Review  For Your Information

### Comments:

**Notification of Cycling Event for Autism.** Bike to the Beach for autism will take place in the early morning on Saturday September 24th, 2022 along bike friendly roads and will not require any road closures or impact major traffic in any way. It would be greatly appreciated if you would kindly fill out and return the included notification.

This is our 13<sup>th</sup> year hosting this event, and we are excited to continue to make an impact for the millions affected by autism.

We look forward to a great event for Autism awareness and research.

Thank you for your support.



Lisa DeBourg  
Deputy Village Clerk - Village of Freeport  
40 North Ocean Ave.  
Freeport, NY 11520

July 5, 2022

**Re: Bike to the Beach for autism: Event Notification – September 24th, 2022 Charity Ride**

Deputy Village Clerk DeBourg,

Bike to the Beach for autism is a fully supported charity cycling event that will be passing through the Village of Freeport area on September 24th, 2022. The purpose of our charity event is to raise awareness and support for autism, and the efforts of our primary ride partner Autism Speaks, as well as to support local autism service providers in the greater New York area.

Cyclists taking part in the event will be assisted in many ways before and during the day of the ride. Leading up to the event, Bike to the Beach provides a training plan, equipment recommendations, and a community of supporters to properly prepare cyclists for the event. Bike to the Beach plans a route that uses preferred cycling roads and commuter routes. While the ride will not include the need of road closures, Bike to the Beach purposefully selects the cycling route to avoid traffic congestion and follow bike safe roads where possible. All cyclists are instructed to and expected to obey all rules of the road. All riders are given a cue sheet, and the route is marked with signs to ensure that riders stay on the preferred course.

Bike to the Beach hosts rest stops every 10-15 miles where riders are given water and food to replenish their hydration and caloric losses from the ride. Along the route, we have 5-10 chase vehicles with food and water, bike pumps and tubes, and medical supplies to assist the cyclists whenever necessary. Area bike mechanics follow along in vans to assist with any major bicycle mechanical failures. The tail end of the cycling group is followed by a van that will pick up any cyclist that feels they cannot finish the event or that is falling behind our scheduled progress for the day. These precautions are taken to ensure a safe and enjoyable ride.

**We do not foresee needing Police, Fire, or Emergency Medical Services.** However, because safety is our number one priority and we need to prepare for the unforeseen, we want to inform you that our event will be passing through the area on September 24th, 2022 beginning at approximately 8:00 AM. We expect all of our riders to pass through area in no more than two hours.

Please contact us with any questions or needs for additional documentation that you may have. You can reach Bike to the Beach by email at [Info@BiketothBeach.org](mailto:Info@BiketothBeach.org) or by phone at (202) 860-3211.

Sincerely,

A handwritten signature in black ink that reads "Robby Walsh" with a small mark at the end.

Robby Walsh  
Chairman of the Board  
Bike to the Beach for Autism / Add Impact  
301-580-7231  
[Rwalsh@biketothbeach.org](mailto:Rwalsh@biketothbeach.org)



## Event Notification and Approval



***bike to the beach***

Our jurisdiction has been notified in writing that Bike to the Beach will be taking place on September 24, 2022. We are aware that approximately 200 bicyclists will be participating. Participants will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

**Event Date: September 24th, 2022 8:00 AM**

**\*\*Please fill in the appropriate information below for your jurisdiction:**

**Name:** Lisa DeBourg, Deputy Village Clerk

**Name of Organization/Jurisdiction:** Village of Freeport Village Clerk's Office

**Address:** 40 North Ocean Ave.  
Freeport, NY 11520

**Phone:** 516-377-2300

**Fax:** 516-771-4127

**Email:** ldebourg@freeportny.gov

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

<p><b>Contact Names and Numbers</b> Please provide a contact name and number for an individual who will be on-duty the time of the event, who will serve as contact in case of emergency or other situation.</p> <p><b>Name:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Cell:</b> _____</p>	<p><b>Does your Jurisdiction provide any of the following services? (check all that apply):</b></p> <ul style="list-style-type: none"><li>• Police support in congested areas: _____</li><li>• Alerting EMTs: _____</li><li>• Placing VMS's to inform drivers of cyclists on the shoulders: _____</li><li>• Sweeping the streets of debris: _____</li></ul>
---	---

**Please Return to:** Bike to the Beach c/o Autism Speaks  
Attn: Carl Sylvester, Operations Manager  
1990 K St. NW, Second Floor  
Washington, DC 20006  
[Csyvester@biketotheseach.org](mailto:Csyvester@biketotheseach.org)

## Bike to the Beach for Autism

1990 K St NW, Second Floor  
Washington, DC 20006  
Phone: 202-860-3211  
E-Mail: [Info@biketotheseach.org](mailto:Info@biketotheseach.org)  
Web: [www.biketotheseach.org](http://www.biketotheseach.org)

Date: July 5, 2022

Send To: Village of Freeport Human Resources Department

Attention: Claims Examiner - Denise Rushton

Office Location: 40 North Ocean Ave., Freeport, NY 11520

From: Bike to the Beach for autism; Carl Sylvester

Office Location: 1990 K St NW, Second Floor, Washington, DC 20006

Phone Number: 202-860-3211 (main); 202-256-7887 (direct)

Total Pages Including Cover: 4

# EVENT NOTIFICATION

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### Comments:

**Notification of Cycling Event for Autism.** Bike to the Beach for autism will take place in the early morning on Saturday September 24th, 2022 along bike friendly roads and will not require any road closures or impact major traffic in any way. It would be greatly appreciated if you would kindly fill out and return the included notification.

This is our 13<sup>th</sup> year hosting this event, and we are excited to continue to make an impact for the millions affected by autism.

We look forward to a great event for Autism awareness and research.

Thank you for your support.



Denise Rushton  
Claims Examiner - Village of Freeport  
40 North Ocean Ave.  
Freeport, NY 11520

July 5, 2022

**Re: Bike to the Beach for autism: Event Notification – September 24th, 2022 Charity Ride**

Claims Examiner Rushton,

Bike to the Beach for autism is a fully supported charity cycling event that will be passing through the Village of Freeport area on September 24th, 2022. The purpose of our charity event is to raise awareness and support for autism, and the efforts of our primary ride partner Autism Speaks, as well as to support local autism service providers in the greater New York area.

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**We do not foresee needing Police, Fire, or Emergency Medical Services.** However, because safety is our number one priority and we need to prepare for the unforeseen, we want to inform you that our event will be passing through the area on September 24th, 2022 beginning at approximately 8:00 AM. We expect all of our riders to pass through area in no more than two hours.

Please contact us with any questions or needs for additional documentation that you may have. You can reach Bike to the Beach by email at [Info@BiketothBeach.org](mailto:Info@BiketothBeach.org) or by phone at (202) 860-3211.

Sincerely,

A handwritten signature in black ink that reads "Robby Walsh" with a small "rv" monogram to the right.

Robby Walsh  
Chairman of the Board  
Bike to the Beach for Autism / Add Impact  
301-580-7231  
[Rwalsh@biketothbeach.org](mailto:Rwalsh@biketothbeach.org)



## Event Notification and Approval



*bike to the beach*

Our jurisdiction has been notified in writing that Bike to the Beach will be taking place on September 24, 2022. We are aware that approximately 200 bicyclists will be participating. Participants will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

**Event Date: September 24th, 2022 8:00 AM**

**\*\*Please fill in the appropriate information below for your jurisdiction:**

Name: Denise Rushton, Claims Examiner

Name of Organization/Jurisdiction: Village of Freeport Human Resources Department

Address: 40 North Ocean Ave.  
Freeport, NY 11520

Phone: 516-377-2200

Fax: 516-377-2330

Email: drushton@freeportny.gov

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

<p><b>Contact Names and Numbers</b> Please provide a contact name and number for an individual who will be on-duty the time of the event, who will serve as contact in case of emergency or other situation.</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Cell: _____</p>	<p>Does your Jurisdiction provide any of the following services? (check all that apply):</p> <ul style="list-style-type: none"><li>• Police support in congested areas: _____</li><li>• Alerting EMTs: _____</li><li>• Placing VMS's to inform drivers of cyclists on the shoulders: _____</li><li>• Sweeping the streets of debris: _____</li></ul>
--	--

**Please Return to:** Bike to the Beach c/o Autism Speaks  
Attn: Carl Sylvester, Operations Manager  
1990 K St. NW, Second Floor  
Washington, DC 20006  
[Csylvester@biketotheseach.org](mailto:Csylvester@biketotheseach.org)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**Additional Insured - Inc. Village of Freeport full listing of names**

Inc. Village of Freeport, all elected & appointed officials, employees and volunteers of the Inc. Village of Freeport, Town of Southampton, Hudson River Park Trust, The People of the State of NY, The NY State Executive Dept., The NY State Office of Parks, Recreation & Historic Preservation, The NY City Region of State Parks, Recreation, Historic Preservation, The City of NY Commission, The Dept of Environmental Conservation, The City of NY Dept of Parks & Recreation, their respective commissioners, officers, agents, employees, successors & assigns

Inc. Village of Freeport

Village Cleri-Denise Rushton

46 North Ocean Avenue

Freeport, NY 11520

Regarding 100 mile Bicycle Fundraiser Event starting at Lower Manhattan NY to Southampton NY.

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>          Inc. Village of Freeport          See Manuscript for Full Listing</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

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

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

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

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SPECIAL EVENTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. This insurance applies to "bodily injury", "property damage", and "personal and advertising injury" arising out of all of your special events with the following exceptions unless scheduled in paragraph C. **SCHEDULE OF SPECIAL EVENTS** below:

- Parades sponsored by the Insured
- Shooting activities
- Fireworks
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.

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

**C. SCHEDULE OF SPECIAL EVENTS:**

<b>Event(s)</b>	<b>Date(s)</b>
Bicycling Events	04/27/2022 04/27/2023

This endorsement is not intended to replace, supersede or provide additional coverage or limits for a special event(s) if there is a separate policy in place providing coverage for the same special event(s).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SPECIAL EVENTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. This insurance applies to "bodily injury", "property damage", and "personal and advertising injury" arising out of all of your special events with the following exceptions unless scheduled in paragraph C. **SCHEDULE OF SPECIAL EVENTS** below:
- Parades sponsored by the Insured
  - Shooting activities
  - Fireworks
  - Carnivals and fairs with mechanical rides sponsored by the Insured
  - Events including contact sports
  - Rodeos sponsored by the Insured
  - Political Rallies
  - Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
  - Any event with liquor provided by the Insured if a license is required for such activity.
- B. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) related to your special events, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
- C. **SCHEDULE OF SPECIAL EVENTS:**

Event(s)	Date(s)
Non-Biking Fund Raising Events	04/27/2022 04/27/2023

This endorsement is not intended to replace, supersede or provide additional coverage or limits for a special event(s) if there is a separate policy in place providing coverage for the same special event(s).

**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 **Bike to the Beach, INC. Charity for Autism Awareness**

Organization Name				
<u>1990 K Street NW</u>	<u>Washington D.C.</u>	<u>20006</u>	<u>(202) 256-7887</u>	
Street	City	State	Zip	Tel#

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

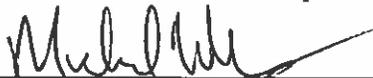
**BIKE TO THE BEACH CHARITY EVENT  
SEPTEMBER 24, 2022  
8:00 AM TO 11:00 AM**

- 1. Route:** Commence at or about 8:00 am thru 11: 00 am~250 bicyclists, accompanied by five (5) small SUV's all will enter Freeport traveling (from Baldwin) E/B West Seaman & Willowbrook Lane. The bicyclists will continue to travel E/B East Seaman Avenue to southbound Babylon Turnpike and exit Freeport at Babylon Turnpike toward the Meadowbrook Parkway overpass into Merrick, New York. Riders/Participants will utilize the right-most shoulder and travel in staggered formations.
- 2. Contacts:** Applicant: Operations Manager, Carl Sylvester, 1990 K. Street NW, Washington, D.C. 20006 Ph# (202)-256-7887. Executive Director, Robby Walsh, Ph # (301) 580-7231
- 3. Other:** Applicant must contact Nassau County Police for route within the confines of the 1<sup>st</sup> Pct. and 7<sup>th</sup> Pct.

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 <u>Deputy Chief</u>	<u>Michael Williams</u>		<u>07/18/2022</u>
Rank	Name	Signature	Date

CC to:  Mayor                       Village Attorney                       Fire Chief

Public Works               Postmaster               Affected Public Transportation Utilities

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

**TO:** Michael J. Smith, Assistant Chief of Police  
Robert Fisenne, Superintendent of Public Works  
Raymond F. Maguire, Executive Director FFD  
Christine Maguire, Claims Examiner.

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

**DATE:** July 13, 2022

**RE:** Autism Awareness Ride to the Beach  
Applicant: Carl Sylvester  
Organization: Bike to the Beach  
Date: Saturday, September 24, 2022  
Time: 8:00 A.M. to 11:00 A.M.

---

Attached please find a copy of the request for a Parade and Public Assembly Permit Application submitted by Carl Sylvester, on behalf of Bike to the Beach Inc., to hold the annual Autism awareness Bike to the Beach event on Saturday, September 24, 2022, from 8:00 A.M. to 11:00 A.M. The participants will enter the Village on W. Seaman Avenue, turn right onto Babylon Turnpike and continue their route into Merrick. Also included are the full routes and crisis plan.

Please review and advise so this can be placed on the next Board of Trustees agenda.

  
Pamela Walsh Boening  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION**

**Applicant:**

<u>Carl Sylvester</u>	<u>1990 K St. NW 2nd Floor</u>	<u>Washington, DC</u>	<u>DC</u>	<u>20006</u>
<small>Name</small>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
<u>(202) 256-7887</u>		<u>Operations Manager</u>		
<small>Telephone #</small>	<small>Business #</small>	<small>Permit Applicant Organization Affiliation</small>		

**Organization:**

<u>Bike to the Beach, Inc.</u>	<u>1990 K St. NW 2nd FL c/o Autism Speaks</u>	<u>Washington, DC</u>	<u>DC</u>	<u>20006</u>
<small>Organization Name</small>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
<u>(202) 256-7887</u>				
<small>Telephone #</small>				

**Organization Representatives (Other than applicant):**

1) <u>Robby Walsh</u>	<u>(301) 580-7231</u>	<u>Chairman of the Board</u>
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
2) <u>Benjamin Dalley</u>	<u>(202) 341-3552</u>	<u>Director of Operations</u>
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
3) _____	_____	_____
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
4) _____	_____	_____
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>

**Parade/Public Assembly:**

Date Requested: 9/24/2022 Assembly Time: 8:00 AM PM

Starting Time: 8:00 AM PM Finish Time: 11:00 AM PM

**Route/Public Assembly Location:**

We want to assemble at NA Location \_\_\_\_\_

The parade will start at W. Seaman Avenue (at Village Line) to \_\_\_\_\_

<u>Seaman Avenue (Traveling East)</u>	to	<u>Right onto Babylon Turnpike</u>	to
<small>Direction/Location</small>		<small>Direction/Location</small>	
_____	to	_____	to
<small>Direction/Location</small>		<small>Direction/Location</small>	
_____	to	_____	to
<small>Direction/Location</small>		<small>Direction/Location</small>	
_____	to	_____	to
<small>Direction/Location</small>		<small>Direction/Location</small>	

Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?

- a) All of the width will be occupied? No (Right most and Road Shoulder)
- b) Only a portion of the width will be occupied, consisting of 1 lanes.

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

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---

**Participants:**

What is the approximate number of:

- a) Persons 250 b) Animals N/A c) Vehicles 5 d) Utility trailer float N/A, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: Cars and Vans that will provide assistance or aid to cyclists if need be.

---

A minimum of (100) one hundred feet of space must be maintained between units.

Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: Turn signs (24"x24") will be placed along the route to give participants directional cues. They will be put up the day prior, and taken down the day of.

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For your Parade/Public Assembly, are any public facilities or equipment to be utilized: \_\_\_\_\_ Yes  No  
If yes, please describe and attach all related correspondence or permits that authorize their use.

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What is the estimated number of spectators or Public Assembly visitors? N/A

**Insurance Requirement Notice: (if required)**

**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 or the hold harmless cited below, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.

**Insurance Requirement Notice (continued):**

(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 (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 of (Name of applicant or contracted operator) their employees or agents.

Sign: Carol Sylvester Carol Sylvester, Bike to the Beach, Inc.  
(Name of representative and company name)

Date: 6/29/22

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

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

**Affirmation of Understanding and Awareness:**

I Carol Sylvester acting as an authorized representative of Bike to the Beach, Inc. swears under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155; Article VI entitled Parades and Public Assemblies. Further, if granted a permit I agree to abide by all of the provisions and stipulations of such code.

Carol Sylvester  
Signature of Applicant

Sworn to before me this 29

day of June 2022

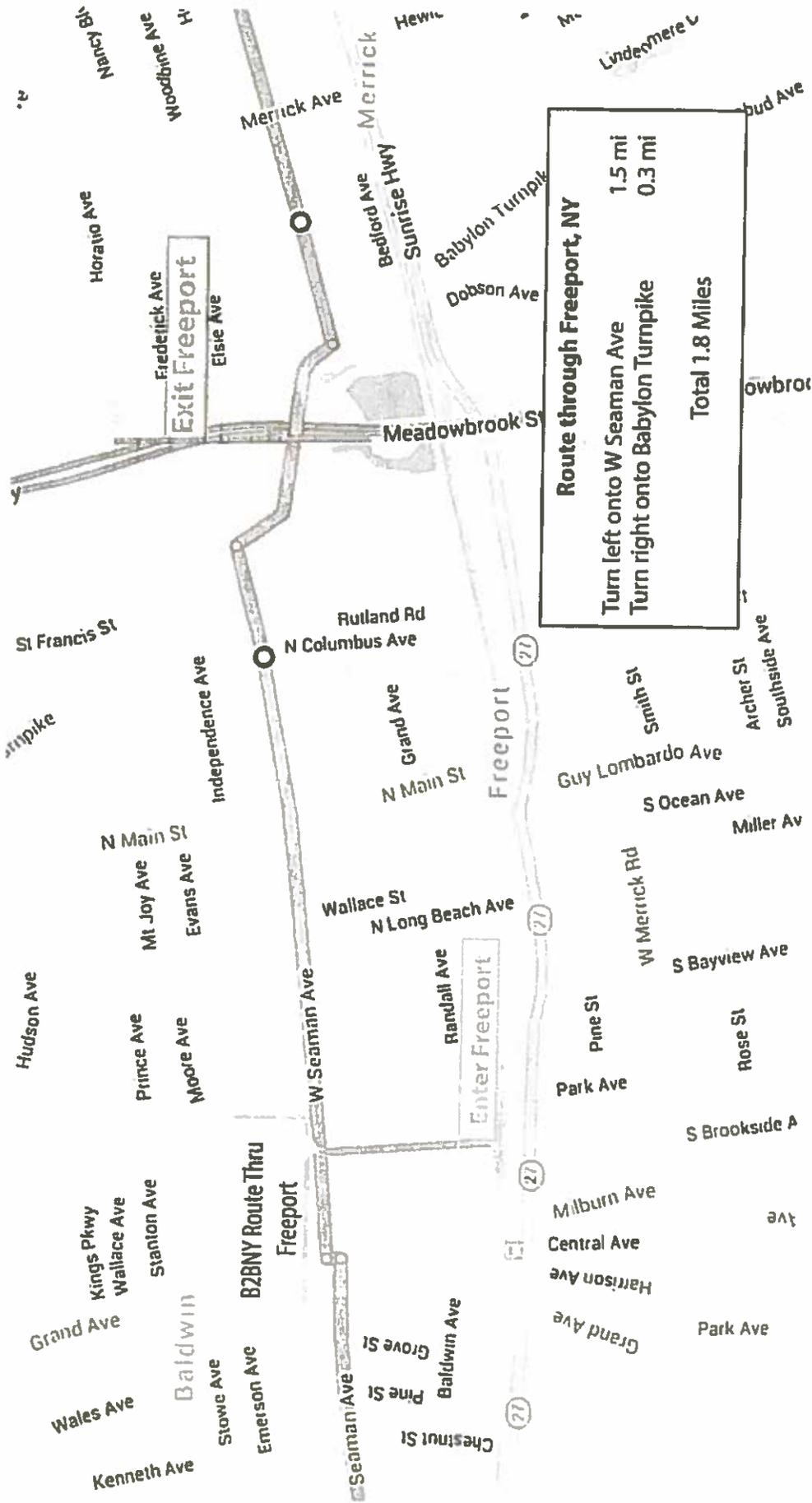
[Signature]  
Notary

DAVID KIM  
Notary Public - State of Maryland  
Montgomery County  
My Commission Expires May 1, 2023





# Route through Freeport, NY



**Route through Freeport, NY**  
 Turn left onto W Seaman Ave 1.5 mi  
 Turn right onto Babylon Turnpike 0.3 mi  
 Total 1.8 Miles

**Questions?**  
**Contact:** Ben Dalley  
 202.341.3552  
 Ben@Biketothethebeach.org

**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**

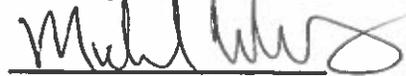
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Deputy Chief Michael Williams  
**DATE:** September 24, 2022  
**RE:** 2022 Bike to the Beach Charity Event

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

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

Thank you,



**Michael Williams  
Deputy 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 14, 2022

**RE:** Parade and Public Assembly Permit Application  
Applicant: Carl Sylvester / Bike to the Beach  
Date: Saturday, September 24, 2022  
Time: 8:00 am – 11:00 am  
Location: W. Seaman Avenue, turn right onto Babylon Turnpike and  
continue route into Merrick.

---

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Carl Sylvester on behalf of Bike to the Beach. 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, P.E.  
Superintendent of Public Works

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

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**From:** Ray Maguire  
**Sent:** Monday, July 18, 2022 7:30 AM  
**To:** Pamela Boening  
**Subject:** RE: 9.24.2022 PARADE AND PUBLIC ASSEMBLY BIKE TO THE BEACH AUTISM AWARENESS RIDE

I have reviewed the Parade & Public Assembly Permit application for September 24, 2022 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this event will be moving with no plans to block or barricade any street(s). Event Coordinator(s) should be cognizant of moving the participants off of the street 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*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Wednesday, July 13, 2022 3:08 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@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:** 9.24.2022 PARADE AND PUBLIC ASSEMBLY BIKE TO THE BEACH AUTISM AWARENESS RIDE

Please send recommendation.

## Pamela Boening

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**From:** Christine Maguire  
**Sent:** Monday, July 18, 2022 9:04 AM  
**To:** Pamela Boening; Michael Smith; Robert Fisenne; Ray Maguire  
**Cc:** carl hetzel; Williams, Deputy Chief Michael G.; Muldowney, Mary Clerical; Ben Terzulli; Sheryl Sobers; Sabrina Lafleur; Madelyn de la Fe; Conor Kirwan  
**Subject:** RE: 9.24.2022 PARADE AND PUBLIC ASSEMBLY BIKE TO THE BEACH AUTISM AWARENESS RIDE

Hi Pam,

The insurance for the 9/24/22 bike to the beach is approved.

Regards,

Christine Maguire  
Human Resources  
516-377-2293

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**From:** Pamela Boening <[pboening@freeportny.gov](mailto:pboening@freeportny.gov)>  
**Sent:** Wednesday, July 13, 2022 3:08 PM  
**To:** Michael Smith <[m.smith@freeportpolice.org](mailto:m.smith@freeportpolice.org)>; Robert Fisenne <[rfisenne@freeportny.gov](mailto:rfisenne@freeportny.gov)>; Ray Maguire <[rmaguire@freeportny.gov](mailto:rmaguire@freeportny.gov)>; Christine Maguire <[cmaguire@freeportny.gov](mailto:cmaguire@freeportny.gov)>  
**Cc:** carl hetzel <[c.hetzel@freeportpolice.org](mailto:c.hetzel@freeportpolice.org)>; Williams, Deputy Chief Michael G. <[m.williams@freeportpolice.org](mailto:m.williams@freeportpolice.org)>; Muldowney, Mary Clerical <[m.muldowney@freeportpolice.org](mailto:m.muldowney@freeportpolice.org)>; Ben Terzulli <[bterzulli@freeportny.gov](mailto:bterzulli@freeportny.gov)>; Sheryl Sobers <[ssobers@freeportny.gov](mailto:ssobers@freeportny.gov)>; Sabrina Lafleur <[slafleur@freeportny.gov](mailto:slafleur@freeportny.gov)>; Madelyn de la Fe <[mdelafe@freeportny.gov](mailto:mdelafe@freeportny.gov)>; Conor Kirwan <[ckirwan@freeportny.gov](mailto:ckirwan@freeportny.gov)>  
**Subject:** 9.24.2022 PARADE AND PUBLIC ASSEMBLY BIKE TO THE BEACH AUTISM AWARENESS RIDE

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** July 21, 2022

**RE:** Parade and Public Assembly  
Date: September 11, 2022  
Time: 7:00 P.M – 8:00 P.M.  
Set Up Time: 6:00 P.M.  
Location: Bayview Avenue Traffic Circle

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Attached please find a Parade and Public Assembly Permit Application submitted by Alma Rocha, on behalf of 9/11 Neighborhood Memorial, 152 St. Marks Avenue, to a hold public assembly at the Traffic Circle on S. Bayview Avenue and Ray Street, on September 11, 2022 from 7:00 P.M. to 8:00 P.M.

Also included are the recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner.



Pamela Walsh Boening  
Village Clerk  
Attachments

# FREEPORT POLICE DEPARTMENT PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION

**Applicant:**

Alma G. Rocha 152 St. Marks Ave. Freeport NY 11520  
Name Address Apt City State Zip  
516 378 8663 516 381 6921  
Telephone # Business #  
Permit Applicant Organization Affiliation

**Organization:**

9/11 Neighborhood Memorial (same as above)  
Organization Name Address City State Zip  
Telephone #

**Organization Representatives (Other than applicant):**

- |   |  |                         |
|---|--|-------------------------|
| 1) <u>Steve Cook</u><br><small>Name</small>     | <u>516 379 3486</u><br><small>Contact Phone#</small> | <small>Position</small> |
| 2) <u>Mary Muldooney</u><br><small>Name</small> | <u>516 448 1484</u><br><small>Contact Phone#</small> | <small>Position</small> |
| 3) <u>Artie Veurs</u><br><small>Name</small>    | <u>516 867 2480</u><br><small>Contact Phone#</small> | <small>Position</small> |
| 4) <u>Karen Colgan</u><br><small>Name</small>   | <u>516 504 3147</u><br><small>Contact Phone#</small> | <small>Position</small> |

**Parade/Public Assembly:**

Date Requested: 9/11/2022 Assembly Time: 6:00 AM  PM  
 Starting Time: 7:00 AM  PM Finish Time: 8:00 AM  PM

**Route/Public Assembly Location:**

We want to assemble at Traffic Circle Bayview Ave. + Ray St.  
Location

The parade will start at \_\_\_\_\_ to \_\_\_\_\_  
Location Location  
 \_\_\_\_\_ to \_\_\_\_\_  
Direction/Location Direction/Location  
 \_\_\_\_\_ to \_\_\_\_\_  
Direction/Location Direction/Location  
 \_\_\_\_\_ to \_\_\_\_\_  
Direction/Location Direction/Location  
 \_\_\_\_\_ to \_\_\_\_\_  
Direction/Location Direction/Location

Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?

- a) All of the width will be occupied? Yes  
 b) Only a portion of the width will be occupied, consisting of \_\_\_\_\_ lanes.

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

N/A

**Participants:**

What is the approximate number of:

- a) Persons 120 b) Animals N/A c) Vehicles N/A d) Utility trailer float N/A, which will constitute such parade? (Tractor trailer floats are discouraged)

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

A minimum of (100) one hundred feet of space must be maintained between units.

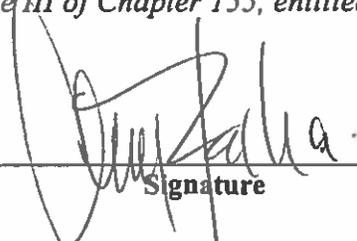
Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: \_\_\_\_\_

Microphone  
Color Guard

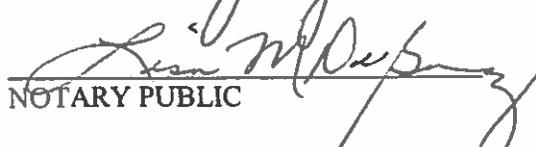
For your Parade/Public Assembly, are any public facilities or equipment to be utilized: \_\_\_\_\_ Yes  No   
If yes, please describe and attach all related correspondence or permits that authorize their use.

What is the estimated number of spectators or Public Assembly visitors? 120

*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

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

Sworn to before me this 1<sup>st</sup> day of July, 2022  
  
NOTARY PUBLIC

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

# Freeport 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 Alma G. Rocha 152 St. Marks Avenue  
Applicant's Name Address  
Freeport New York 11520 (516) 378-8663  
City State Zip Telephone #

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

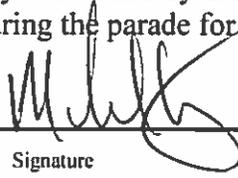
EVENT: **9/11 NEIGHBORHOOD MEMORIAL**  
 LOCATION: **S. BAYVIEW AVE. TRAFFIC CIRCLE @ RAY ST.**  
 DATE: **SEPTEMBER 11<sup>TH</sup> 2022** TIME: **7:00 P.M. TO 8:00 P.M.**  
 ASSEMBLY TIME : **6:00 P.M.**

1. Assembly at 6:00 P.M., event starts at 7:00 P.M. and should end by 8:00 P.M. sharp without prompting from police.
2. The participants will remain aware of village noise ordinances. Sound levels will be kept at an acceptable limit.
3. Vehicle traffic will be blocked and redirected during the event.
4. Other Contacts: Steve Cooke 379-3486, Mary Muldowney, 448-1484, Karen Kolgan 509-3147, and Artie Jeurs 867-2480

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

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

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

Issued by: Deputy Chief Michael Williams  07/07/2022  
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: Assistant Chief Michael Williams**  
**DATE: July 7<sup>th</sup> 2022**  
**RE: 9/11 Neighborhood Memorial at the S. Bayview Avenue Traffic Circle  
between Atlantic Avenue & Ray Street on, September 11<sup>TH</sup>, 2021 from  
Assembly time: 6:00 pm Event: 7:00 pm to 8:00 pm**

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After review of the attached Public Assembly Permit Application I am informing you that the permit is conditionally approved. The condition is that this matter must be 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  
Deputy Chief of Police

VILLAGE OF FREEPORT, NY  
CLERK'S OFFICE

2022 JUL 11 P 2:39

RECEIVED

**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 12, 2022

**RE:** Parade and Public Assembly Permit Application  
Applicant: Alma G. Rocha  
Date: Sunday, September 11, 2022  
Time: 7:00 pm – 8:00 pm  
Assemble Time: 6:00 pm  
Location: Bayview Avenue Traffic Circle (S. Bayview Ave & Ray St)

---

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Alma G. Rocha on behalf of 9/11 Neighborhood Memorial. 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, P. E.  
Superintendent of Public Works

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

---

**From:** Ray Maguire  
**Sent:** Sunday, July 10, 2022 9:36 AM  
**To:** Pamela Boening  
**Subject:** RE: 9.11.2022 Memorial Public Assembly

I have reviewed the Parade & Public Assembly Permit application for September 11, 2022 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant will be conducting this event with significant participation by the Fire Department.

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  
Phone: (516) 377 2190  
Fax: (516) 377 2499  
Cell: (516) 680 1801

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, July 7, 2022 4:28 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@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:** 9.11.2022 Memorial Public Assembly

Please send recommendation.

*Pamela Walsh Boening*  
Village Clerk

Village of Freeport  
46 N. Ocean Avenue  
Freeport, New York 11520

516-377-2254

## Pamela Boening

---

**From:** Christine Maguire  
**Sent:** Friday, July 8, 2022 1:49 PM  
**To:** Pamela Boening; Michael Smith; Robert Fisenne; Ray Maguire  
**Cc:** carl hetzel; Williams, Deputy Chief Michael G.; Ben Terzulli; Sheryl Sobers; Sabrina Lafleur; Madelyn de la Fe; Conor Kirwan  
**Subject:** RE: 9.11.2022 Memorial Public Assembly

Hi Pam,

Insurance is approved for the 9.11.2022 Memorial Public Assembly.

Regards,

Christine Maguire  
Human Resources  
516-377-2293

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, July 7, 2022 4:28 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@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:** 9.11.2022 Memorial Public Assembly

Please send recommendation.

*Pamela Walsh Boening*  
Village Clerk

Village of Freeport  
46 N. Ocean Avenue  
Freeport, New York 11520

516-377-2254

# Incorporated Village of Freeport

## INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: July 12, 2022

RE: Tax Certiorari Negotiated Settlement

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

Petitioner Attorney: **Herman Katz Cangemi Wilkes & Clyne, LLP**

Petitioner: 235 Sunrise Corp  
235 Sunrise Highway  
54/081/101, 114

Total Refund: 2016/2017 to 2022/2023 – Refund: **\$4,641.06** – AV: **13,500** going forward 2023/2024, 2024/2025, and 2025/2026

### TOTAL SBL Group 54-081-101, 114

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	16,150	16,150	0	0.62296	0.00
2017/18	0.0181	16,150	16,150	0	0.62296	0.00
2018/19	0.0180	16,150	16,150	0	0.62296	0.00
2019/20	0.0172	16,150	15,480	670	0.62296	417.38
2020/21	0.0162	16,150	14,580	1,570	0.62296	978.05
2021/22	0.0151	16,150	13,590	2,560	0.62296	1,594.78
2022/23	0.0150	16,150	13,500	2,650	0.62296	1,650.84
	<b>Current MV</b>	<b>\$1,076,667</b>	<b>Proposed MV</b>	<b>\$900,000</b>	<b>Refund:</b>	<b>\$4,641.06</b>

### 54-081-101

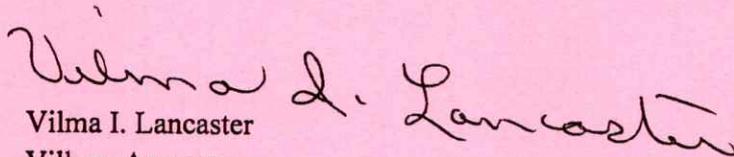
Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	13,850	13,850	0	0.62296	0.00
2017/18	0.0181	13,850	13,850	0	0.62296	0.00
2018/19	0.0180	13,850	13,850	0	0.62296	0.00
2019/20	0.0172	13,850	13,313	537	0.62296	334.53
2020/21	0.0162	13,850	12,539	1,311	0.62296	816.71
2021/22	0.0151	13,850	11,687	2,163	0.62296	1,347.46
2022/23	0.0150	13,850	11,610	2,240	0.62296	1,395.43
	<b>Current MV</b>	<b>\$923,333</b>	<b>Proposed MV</b>	<b>\$774,000</b>	<b>Refund:</b>	<b>\$3,894.13</b>

54-081-114

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	2,300	2,300	0	0.62296	0.00
2017/18	0.0181	2,300	2,300	0	0.62296	0.00
2018/19	0.0180	2,300	2,300	0	0.62296	0.00
2019/20	0.0172	2,300	2,167	133	0.62296	82.85
2020/21	0.0162	2,300	2,041	259	0.62296	161.35
2021/22	0.0151	2,300	1,903	397	0.62296	247.32
2022/23	0.0150	2,300	1,890	410	0.62296	255.41
	<b>Current MV</b>	<b>\$153,334</b>	<b>Proposed MV</b>	<b>\$126,000</b>	<b>Refund:</b>	<b>\$746.93</b>

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2022 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

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

  
 Vilma I. Lancaster  
 Village Assessor

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

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

**WHEREAS**, the firm Herman Katz Cangemi Wilkes & Clyne, LLP represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: 235 Sunrise Corp  
235 Sunrise Highway  
54/081/101, 114

Total Refund: 2016/2017 to 2022/2023 – Refund: **\$4,641.06** – AV: **13,500** going forward 2023/2024, 2024/2025, and 2025/2026

**TOTAL SBL Group 54-081-101, 114**

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	16,150	16,150	0	0.62296	0.00
2017/18	0.0181	16,150	16,150	0	0.62296	0.00
2018/19	0.0180	16,150	16,150	0	0.62296	0.00
2019/20	0.0172	16,150	15,480	670	0.62296	417.38
2020/21	0.0162	16,150	14,580	1,570	0.62296	978.05
2021/22	0.0151	16,150	13,590	2,560	0.62296	1,594.78
2022/23	0.0150	16,150	13,500	2,650	0.62296	1,650.84
	<b>Current MV</b>	<b>\$1,076,667</b>	<b>Proposed MV</b>	<b>\$900,000</b>	<b>Refund:</b>	<b>\$4,641.06</b>

**54-081-101**

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	13,850	13,850	0	0.62296	0.00
2017/18	0.0181	13,850	13,850	0	0.62296	0.00
2018/19	0.0180	13,850	13,850	0	0.62296	0.00
2019/20	0.0172	13,850	13,313	537	0.62296	334.53
2020/21	0.0162	13,850	12,539	1,311	0.62296	816.71
2021/22	0.0151	13,850	11,687	2,163	0.62296	1,347.46
2022/23	0.0150	13,850	11,610	2,240	0.62296	1,395.43
	<b>Current MV</b>	<b>\$923,333</b>	<b>Proposed MV</b>	<b>\$774,000</b>	<b>Refund:</b>	<b>\$3,894.13</b>

**54-081-114**

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	2,300	2,300	0	0.62296	0.00
2017/18	0.0181	2,300	2,300	0	0.62296	0.00

2018/19	0.0180	2,300	2,300	0	0.62296	0.00
2019/20	0.0172	2,300	2,167	133	0.62296	82.85
2020/21	0.0162	2,300	2,041	259	0.62296	161.35
2021/22	0.0151	2,300	1,903	397	0.62296	247.32
2022/23	0.0150	2,300	1,890	410	0.62296	255.41
	<b>Current MV</b>	<b>\$153,334</b>	<b>Proposed MV</b>	<b>\$126,000</b>	<b>Refund:</b>	<b>\$746.93</b>

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

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

**NOW THEREFORE BE IT RESOLVED**, that the above listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2022/2023 Final Assessment Roll and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$4,641.06.

The Clerk polled the Board as follows:

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

## Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Vilma I. Lancaster, Village Assessor  
 DATE: July 12, 2022  
 RE: Tax Certiorari Negotiated Settlement

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

Petitioner Attorney: **Herman Katz Cangemi Wilkes & Clyne, LLP**

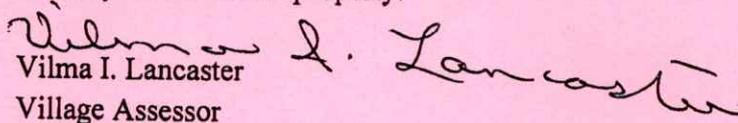
Petitioner: Mc David Properties, LLC  
 71-75 Main Street  
 55/205/17

Total Refund: 2015/2016 to 2022/2023 – Refund: **\$14,203.49** – AV: **30,000**  
 going forward 2023/2024, 2024/2025, and 2025/2026

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2015/16	0.0201	37,000	37,000	0	0.62296	0.00
2016/17	0.0191	37,000	37,000	0	0.62296	0.00
2017/18	0.0181	37,000	36,200	800	0.62296	498.37
2018/19	0.0180	37,000	36,000	1,000	0.62296	622.96
2019/20	0.0172	37,000	34,400	2,600	0.62296	1,619.70
2020/21	0.0162	37,000	32,400	4,600	0.62296	2,865.62
2021/22	0.0151	37,000	30,200	6,800	0.62296	4,236.13
2022/23	0.0150	37,000	30,000	7,000	0.62296	4,360.72
	<b>Current MV</b>	<b>\$2,466,667</b>	<b>Proposed MV</b>	<b>\$2,000,000</b>	<b>Refund</b>	<b>\$14,203.49</b>

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2022 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

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

  
 Vilma I. Lancaster  
 Village Assessor

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

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

**WHEREAS**, the firm Herman Katz Cangemi Wilkes & Clyne, LLP represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Mc David Properties, LLC  
 71-75 Main Street  
 55/205/17

Total Refund: 2015/2016 to 2022/2023 – Refund: **\$14,203.49** – AV: **30,000**  
 going forward 2023/2024, 2024/2025, and 2025/2026

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2015/16	0.0201	37,000	37,000	0	0.62296	0.00
2016/17	0.0191	37,000	37,000	0	0.62296	0.00
2017/18	0.0181	37,000	36,200	800	0.62296	498.37
2018/19	0.0180	37,000	36,000	1,000	0.62296	622.96
2019/20	0.0172	37,000	34,400	2,600	0.62296	1,619.70
2020/21	0.0162	37,000	32,400	4,600	0.62296	2,865.62
2021/22	0.0151	37,000	30,200	6,800	0.62296	4,236.13
2022/23	0.0150	37,000	30,000	7,000	0.62296	4,360.72
	<b>Current MV</b>	<b>\$2,466,667</b>	<b>Proposed MV</b>	<b>\$2,000,000</b>	<b>Refund</b>	<b>\$14,203.49</b>

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

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

**NOW THEREFORE BE IT RESOLVED**, that the above listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2022/2023 Final Assessment Roll and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$14,203.49.

The Clerk polled the Board as follows:

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

## Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Vilma I. Lancaster, Village Assessor  
 DATE: July 8, 2022  
 RE: Tax Certiorari Negotiated Settlement

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

Petitioner Attorney: **Koepfel, Martone & Leistman, LLP**

Petitioner: Freeport Sunrise Henry, LLC / Freeport Sunrise Henry LLC  
 47-51 S. Main Street, 0 Newton Blvd, 34 E Sunrise Hwy  
 55/482/6, 8, 11

Total Refund: 2016/2017 to 2022/2023 – Refund: **\$6,896.16** – AV: **54,000** going forward  
 2023/2024, 2024/2025, and 2025/2026

### TOTAL SBL LOT Group 55 / 482 / 6, 8 and 11

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	59,250	59,250	\$0	0.62296	\$0
2017/18	0.0181	59,250	59,250	\$0	0.62296	\$0
2018/19	0.0180	59,250	59,250	\$0	0.62296	\$0
2019/20	0.0172	59,250	59,250	\$0	0.62296	\$0
2020/21	0.0162	59,250	58,320	930	0.62296	579.35
2021/22	0.0151	59,250	54,360	4,890	0.62296	3,046.27
2022/23	0.0150	59,250	54,000	5,250	0.62296	3,270.54
	<b>Current MV</b>	<b>\$3,950,000</b>	<b>Settled MV</b>	<b>\$3,600,000</b>	<b>Refund</b>	<b>\$6,896.16</b>

### 55 / 482 / 6

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	48,526	48,526	\$0	0.62296	\$0
2017/18	0.0181	48,526	48,526	\$0	0.62296	\$0
2018/19	0.0180	48,526	48,526	\$0	0.62296	\$0
2019/20	0.0172	48,526	48,526	\$0	0.62296	\$0
2020/21	0.0162	48,526	47,764	762	0.62296	474.65
2021/22	0.0151	48,526	44,521	4,005	0.62296	2,495.05
2022/23	0.0150	48,526	44,226	4,300	0.62296	2,678.73
	<b>Current MV</b>	<b>\$3,235,067</b>	<b>Settled MV</b>	<b>\$2,948,400</b>	<b>Refund</b>	<b>\$5,648.43</b>

55 / 482 / 8

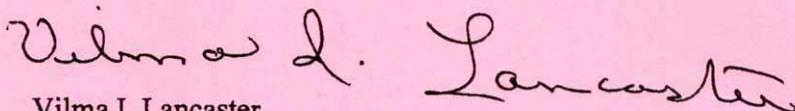
Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	1,510	1,510	\$0	0.62296	\$0
2017/18	0.0181	1,510	1,510	\$0	0.62296	\$0
2018/19	0.0180	1,510	1,510	\$0	0.62296	\$0
2019/20	0.0172	1,510	1,510	\$0	0.62296	\$0
2020/21	0.0162	1,510	1,458	52	0.62296	32.39
2021/22	0.0151	1,510	1,359	151	0.62296	94.07
2022/23	0.0150	1,510	1,350	160	0.62296	99.67
	Current MV	\$99,999	Settled MV	\$90,000	Refund	\$226.13

55 / 482 / 11

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	9,214	9,214	\$0	0.62296	\$0
2017/18	0.0181	9,214	9,214	\$0	0.62296	\$0
2018/19	0.0180	9,214	9,214	\$0	0.62296	\$0
2019/20	0.0172	9,214	9,214	\$0	0.62296	\$0
2020/21	0.0162	9,214	9,098	116	0.62296	72.31
2021/22	0.0151	9,214	8,480	734	0.62296	457.15
2022/23	0.0150	9,214	8,424	790	0.62296	492.14
	Current MV	\$610,198	Settled MV	\$561,600	Refund	\$1,021.60

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2022 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

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



Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the firm Koeppl, Martone & Leistman, LLP represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Freeport Sunrise Henry, LLC / Freeport Sunrise Henry LLC  
 47-51 S. Main Street, 0 Newton Blvd, 34 E Sunrise Hwy  
 55/482/6, 8, 11

Total Refund: 2016/2017 to 2022/2023 – Refund: **\$6,896.16** – AV: **54,000** going forward 2023/2024, 2024/2025, and 2025/2026

**TOTAL SBL LOT Group 55 / 482 / 6, 8 and 11**

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	59,250	59,250	\$0	0.62296	\$0
2017/18	0.0181	59,250	59,250	\$0	0.62296	\$0
2018/19	0.0180	59,250	59,250	\$0	0.62296	\$0
2019/20	0.0172	59,250	59,250	\$0	0.62296	\$0
2020/21	0.0162	59,250	58,320	930	0.62296	579.35
2021/22	0.0151	59,250	54,360	4,890	0.62296	3,046.27
2022/23	0.0150	59,250	54,000	5,250	0.62296	3,270.54
	<b>Current MV</b>	<b>\$3,950,000</b>	<b>Settled MV</b>	<b>\$3,600,000</b>	<b>Refund</b>	<b>\$6,896.16</b>

**55 / 482 / 6**

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	48,526	48,526	\$0	0.62296	\$0
2017/18	0.0181	48,526	48,526	\$0	0.62296	\$0
2018/19	0.0180	48,526	48,526	\$0	0.62296	\$0
2019/20	0.0172	48,526	48,526	\$0	0.62296	\$0
2020/21	0.0162	48,526	47,764	762	0.62296	474.65
2021/22	0.0151	48,526	44,521	4,005	0.62296	2,495.05
2022/23	0.0150	48,526	44,226	4,300	0.62296	2,678.73
	<b>Current MV</b>	<b>\$3,235,067</b>	<b>Settled MV</b>	<b>\$2,948,400</b>	<b>Refund</b>	<b>\$5,648.43</b>

**55 / 482 / 8**

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	1,510	1,510	\$0	0.62296	\$0
2017/18	0.0181	1,510	1,510	\$0	0.62296	\$0
2018/19	0.0180	1,510	1,510	\$0	0.62296	\$0

2019/20	0.0172	1,510	1,510	\$0	0.62296	\$0
2020/21	0.0162	1,510	1,458	52	0.62296	32.39
2021/22	0.0151	1,510	1,359	151	0.62296	94.07
2022/23	0.0150	1,510	1,350	160	0.62296	99.67
	Current MV	\$99,999	Settled MV	\$90,000	Refund	\$226.13

55 / 482 / 11

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	9,214	9,214	\$0	0.62296	\$0
2017/18	0.0181	9,214	9,214	\$0	0.62296	\$0
2018/19	0.0180	9,214	9,214	\$0	0.62296	\$0
2019/20	0.0172	9,214	9,214	\$0	0.62296	\$0
2020/21	0.0162	9,214	9,098	116	0.62296	72.31
2021/22	0.0151	9,214	8,480	734	0.62296	457.15
2022/23	0.0150	9,214	8,424	790	0.62296	492.14
	Current MV	\$610,198	Settled MV	\$561,600	Refund	\$1,021.60

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

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

**NOW THEREFORE BE IT RESOLVED**, that the above listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2022/2023 Final Assessment Roll and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$6,896.16.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Vilma I. Lancaster, Village Assessor  
 DATE: July 7, 2022  
 RE: Tax Certiorari Negotiated Settlement

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

Petitioner Attorney: **Meyer Suozzi English & Klein PC**

Petitioner: Rivtec, LLC  
 80 Commercial Street  
 55/491/342

Total Refund: 2016/2017 to 2022/2023 – Refund: **\$14,701.86** – AV: **18,000**  
 going forward 2023/2024, 2024/2025, and 2025/2026

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	22720	\$22,720	\$0	0.62296	\$0
2017/18	0.0181	22720	\$22,720	\$0	0.62296	\$0
2018/19	0.018	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2019/20	0.0172	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2020/21	0.0162	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2021/22	0.0151	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2022/23	0.015	22720	\$18,000	\$4,720	0.62296	\$2,940.37
	<b>Current MV</b>	<b>\$1,514,667</b>	<b>Settled MV</b>	<b>\$1,200,000</b>	<b>Refund</b>	<b>\$14,701.86</b>

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

2022 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

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

  
Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the firm Meyer Suozzi English & Klein, PC represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Rivtec, LLC  
 80 Commercial Street  
 55/491/342

Total Refund: 2016/2017 to 2022/2023 – Refund: **\$14,701.86** – AV: **18,000** going forward 2023/2024, 2024/2025, and 2025/2026

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	22720	\$22,720	\$0	0.62296	\$0
2017/18	0.0181	22720	\$22,720	\$0	0.62296	\$0
2018/19	0.018	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2019/20	0.0172	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2020/21	0.0162	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2021/22	0.0151	22720	\$18,000	\$4,720	0.62296	\$2,940.37
2022/23	0.015	22720	\$18,000	\$4,720	0.62296	\$2,940.37
	<b>Current MV</b>	<b>\$1,514,667</b>	<b>Settled MV</b>	<b>\$1,200,000</b>	<b>Refund</b>	<b>\$14,701.86</b>

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

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

**NOW THEREFORE BE IT RESOLVED**, that the above listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2022/2023 Final Assessment Roll and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$14,701.86.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Vilma I. Lancaster, Village Assessor  
 DATE: July 13, 2022  
 RE: Remove Exemptions from 2021/2022 and 2022/2023 Final Assessment Roll

Permission is requested for the Assessor to remove from 2021/2022 and 2022/2023 Final Assessment Rolls exemptions related to Senior and Veteran Owned Property. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 309 / 141	92 Elliot Pl	41131 Veteran War Time/ Combat	2022 --906	Property Sold 06/15/2022
62 / 088 / 24	178 A Sportsman Ave	41121 Veteran War Time/Non- Combat	2022 --544	Property Sold 07/08/2022
62 / 056 / 15	102 Bedell St	41800 - Senior	2021 -3,240 2022- 3,240	Property Sold 12/16/2021
62 / 144 / 567	2 West Side Ave	41121 Veteran War Time/Non- Combat	2022 - 544	Property Sold 06/28/2022

62 / 156 / 557	894 S Long Beach Ave	41121 Veteran War Time/Non- Combat	2021 - 583 2022 - 544	Property Sold 12/23/2021
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Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2020/2021 and 2022/2023 corrected property tax bills.

  
Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2021/2022 and 2022/2023 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 309 / 141	92 Elliot Pl	41131 Veteran War Time/ Combat	2022 --906	Property Sold 06/15/2022
62 / 088 / 24	178 A Sportsman Ave	41121 Veteran War Time/Non- Combat	2022 --544	Property Sold 07/08/2022
62 / 056 / 15	102 Bedell St	41800 - Senior	2021 -3,240 2022- 3,240	Property Sold 12/16/2021
62 / 144 / 567	2 West Side Ave	41121 Veteran War Time/Non- Combat	2022 - 544	Property Sold 06/28/2022

**WHEREAS**, the Assessor reviewed the application and made recommendation that the exemptions be removed from the 2021/2022 and 2022/2023 Final Assessment Rolls as listed above; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the change

recommended by the Assessor to be made to the 2021/2022 and 2022/2023 Final Assessment Rolls and that the Treasurer issue restored and corrected tax bills.

The Clerk polled the Board as follows:

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

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

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

**From:** Sergio A. Mauras, Superintendent of Buildings

**Date:** July 11, 2022

**RE: RABCO ENGINEERING SERVICES PROPOSAL GENERAL CIVIL  
STRUCTURAL ENGINEERING ANALYSIS/REVIEWS/REPORTS**

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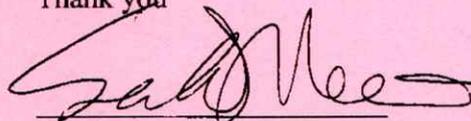
The Freeport Building Department needs to enter into a Professional Services Contract with Rabco Engineering, P. C. located at 8 W. Merrick Rd., Suite 219, Freeport NY 11520 as The Village of Freeport is utilizing their services for Engineering analysis, reviews, and reports relative to Nuisance and Dangerous Building proceedings.

Rabco Engineering has 46 years of experience in the management, design and construction of major projects including universities, research laboratories, manufacturing facilities, airport terminals, railroad, brewery, marine facilities, bridges, and highways. Experienced in construction management, construction inspection, planning, estimating, and scheduling.

This Professional Service Contract with a beginning date of 06-01-2022 and to end on 02-28-2023, with a not to exceed amount of \$20,000.

This has been budgeted for in Budget Line A362004-545700 Non Employee Salaries.

Thank you



Sergio A. Mauras  
Superintendent of Buildings

Approved as to form

Village Attorney

7/18/2022

SM/al

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

**WHEREAS**, the Freeport Building Department needs to enter into a professional services contract for general civil structural engineering analysis, reviews, and reports relative to Nuisance and Dangerous Building proceedings for the Village; and

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

**WHEREAS**, Rabco Engineering, P.C. located at 8 W. Merrick Rd., Suite 219, Freeport, NY 11520 possesses those certain skills, knowledge and expertise of a specialized nature; and

**WHEREAS**, this Professional Service Contract is for a term retroactive to June 6, 2022 through February 28, 2023, with a not to exceed amount of \$20,000; and

**WHEREAS**, the cost of these services has been budgeted for in Budget Line A362004 545700 "Non-Employee Salaries"; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Buildings, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a professional services contract with Rabco Engineering, P.C. located at 8 W. Merrick Rd., Suite 219, Freeport, NY 11520 for a term retroactive to June 6, 2022 through February 28, 2023, with a not to exceed amount of \$20,000.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING

Approved as to form

Village Attorney

7/18/2022



**Rabco Engineering, P.C.**  
Engineering • Inspection • Construction Management

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March 31, 2022

Mr. Sergio Mauras, Superintendent of Buildings  
Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

**Re:           Engineering Services Proposal  
          General Civil Structural Engineering analysis/ reviews/ reports  
          Village of Freeport, New York**

Dear Mr. Mauras,

The following proposal for Engineering services is offered relative to requested Engineering services

**Basic Services (typical)**

- Engineer initial site visit and review (to be scheduled)
- Engineer review existing drawings, records, and conditions
- Engineer follow up site visit; verification of existing conditions and dimensions
- preparation of engineering written report/ analysis
- Engineer signed/ sealed copy of report
- Engineer consultations/ attendance at meeting/ hearings as required

**Additional Services**

- Design or specifications for any additional work if requested
- Construction supervision; construction management, or other bid or construction phase services other than as noted
- Other additional inspections or Engineering services as required or requested by Building Dept. or Village of Freeport



## **ROBERT A. BENNETT, P.E.**



Mr. Bennett has 46 years of experience in the management, design and construction of major projects including universities, research laboratories, manufacturing facilities, airport terminals, railroad, brewery, marine facilities, bridges, and highways. Experienced in construction management, construction inspection, planning, estimating, and scheduling, he has successfully brought to completion several multi-million dollar projects. Mr. Bennett is a past President of the Construction Management Association of America, New York / New Jersey Chapter and recently completed service on the National Board of Directors as part of the International Committee. In addition, Mr. Bennett was awarded a US patent for a temporary flood barrier used to mitigate coastal flooding and is active with several coastal projects.

### **PROFESSIONAL EXPERIENCE**

Rabco Engineering, P.C. President  
Sverdrup and Parcel, Project Manager  
Hill International, Inc, Construction / Project Manager

### **PROFESSIONAL REGISTRATIONS**

Professional Civil Engineer in California, Delaware, New Jersey, New York and Pennsylvania

### **MAJOR PROJECTS**

San Francisco Int'l Airport; N. Terminal, Terminal Roadways,  
and Parking Garage, San Francisco, California  
Lone Star Cement Plant Expansion; Davenport, California  
Stroh Brewery Expansion; Allentown, Pennsylvania  
Ground Wave Emergency Network Towers; Polson, Montana;  
Richmond, Virginia; Pease AFB, New Hampshire

**ROBERT A. BENNETT, P.E.**  
President, Rabco Engineering, P.C.

2/2

SW Brooklyn Marine Transfer Station; Brooklyn, New York  
Metro North Railroad Harlem Line Electrification; Westchester, New York  
Columbia University; Chemistry / Research Labs, Manhattan, New York  
Delaware DOT Underwater Bridge Inspection Program, Delaware  
Mamaroneck School District Reconstruction, Mamaroneck, New York  
The Equitable Interior Reconstruction, Lake Success, New York  
NYC School Construction Authority Window Installations; New York  
Baupark Tegernsee; Prefabricated Home Expo; Bavaria, Germany  
Village Of Island Park Tidal Flood Control Project; Island Park, New York  
Village of Freeport; FEMA Home Raising Program; Freeport, New York  
Cunard Building; Structural Revisions; 25 Broadway, New York  
Tsunami Recovery Program; Phuket, Thailand  
Napa Valley Housing Project; Beijing China  
Pre-engineered Housing Projects; Dubai, UAE  
NE India 2030 Planning Study; Assam India  
Absolute Hotel Group, Phuket, Thailand  
NY Rising Flood Remediation Program/ Hurricane Sandy; New York

#### **EDUCATION**

Stevens Institute of Technology; Bachelor of Engineering (B.E.) in  
Civil Engineering 1976; Hoboken, NJ  
New York University; Continuing Education in Construction Law

#### **PROFESSIONAL ASSOCIATIONS**

Construction Management Association of America, Past President  
NY/ NJ Chapter; Completed terms on National Board of Directors-  
International Committee Chairperson  
National Society of Professional Engineers  
ICPMA (International Construction Project Management Association)  
(Vienna Austria) currently on Board of Directors  
Long Island Association; Transportation Committee member  
Amcham Thailand  
SPET- Society of Professional Engineers Thailand

#### **OTHER**

Private Pilot (Single Engine Land / VFR)  
Extensive worldwide travel  
Excellent working knowledge German, French; Conversational Russian,  
Spanish; Thai; Mandarin

**ROBERT A. BENNETT, P.E.**

President, Rabco Engineering, P.C.

2/2

SW Brooklyn Marine Transfer Station; Brooklyn, New York  
Metro North Railroad Harlem Line Electrification; Westchester, New York  
Columbia University; Chemistry / Research Labs, Manhattan, New York  
Delaware DOT Underwater Bridge Inspection Program, Delaware  
Mamaroneck School District Reconstruction, Mamaroneck, New York  
The Equitable Interior Reconstruction, Lake Success, New York  
NYC School Construction Authority Window Installations; New York  
Baupark Tegernsee; Prefabricated Home Expo; Bavaria, Germany  
Village Of Island Park Tidal Flood Control Project; Island Park, New York  
Village of Freeport; FEMA Home Raising Program; Freeport, New York  
Cunard Building; Structural Revisions; 25 Broadway, New York  
Tsunami Recovery Program; Phuket, Thailand  
Napa Valley Housing Project; Beijing China  
Pre-engineered Housing Projects; Dubai, UAE  
NE India 2030 Planning Study; Assam India  
Absolute Hotel Group, Phuket, Thailand  
NY Rising Flood Remediation Program/ Hurricane Sandy; New York

**EDUCATION**

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Civil Engineering 1976; Hoboken, NJ  
New York University; Continuing Education in Construction Law

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Construction Management Association of America, Past President  
NY/ NJ Chapter; Completed terms on National Board of Directors-  
International Committee Chairperson  
National Society of Professional Engineers  
ICPMA (International Construction Project Management Association)  
(Vienna Austria) currently on Board of Directors  
Long Island Association; Transportation Committee member  
Amcham Thailand  
SPET- Society of Professional Engineers Thailand

**OTHER**

Private Pilot (Single Engine Land / VFR)  
Extensive worldwide travel  
Excellent working knowledge German, French; Conversational Russian,  
Spanish; Thai; Mandarin

Re: **Engineering Services Proposal**  
**General Civil Structural Engineering analysis/ reviews/ reports**  
**Village of Freeport, New York** page 2

**Client Responsibilities**

- Access to site
- Any other agency filing and approvals, fees, reproductions
- Procurement of any other existing survey, soil borings, plans/drawings, shop drawings or other available information
- any required testing or any additional specialized testing requirements
- Building dept. filing, fees, and direct cost

**Compensation**

Fees for Basic services is based on hourly rates and as follows:

Principal Engineer (Robert Bennett, PE).....	\$275/hr
Field Inspector/ Technician.....	\$125/hr
Draftsperson.....	\$ 85/hr
Administrative.....	\$ 85/hr

(basic Engineer site visit/ signed/ sealed letter report starting at \$950)

Thank you for your consideration and feel free to call with any questions or comments.

Sincerely,

Robert A. Bennett, P.E.

RAB/cam  
Enclosure

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

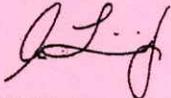
**Date:** July 19, 2022  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Request to Purchase - Utility Aerial Truck Replacement (REV)

---

Freeport Electric Department is requesting authorization to purchase an Altec Overcenter Articulating Aerial Device with Material Handling. This Truck will meet the Green Energy Standards as it operates on the Jobsite Energy Management System. This truck will serve as a replacement for Electric Distribution Department Line Truck #212, a 1995 GMC TopKick, that has been taken out of service.

Repairing the GMC TopKick would not be cost effective (see attached email from the Village Garage). The 1995 GMC had major damage and was deemed unsafe for use. The Village Garage does not consider it worth repairing.

Therefore, it is recommended by the Superintendent of Electric Utilities that the Board of Trustees grant approval for the purchase of the Altec Overcenter Articulating Aerial Device with Material Handling (AN55E-OC-US46) from Altec Industries, Inc., 33 Inverness Center Parkway, Birmingham, AL 35242, under New York State contract # PC68526 for the cost of \$359,199.00. The price includes delivery. The cost of this purchase will be charged to E 110000-2454. There are sufficient funds available for this purchase.



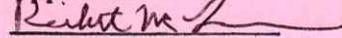
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

cc: Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent  
Pamela Walsh Boeing, Village Clerk  
Peggy Lester, Mayor's Office  
Daniel Layer, 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 Freeport Electric Department has need for one (1) truck to replace an Electric Distribution Department Line Truck #212, 1995 GMC TopKick, that has been taken out of service due to mechanical and safety issues; and

**WHEREAS**, the Electric Department is requesting authorization to purchase an Altec Overcenter Articulating Aerial Device with Material Handling (AN55E-OC-US46) from Altec Industries, Inc., 33 Inverness Center Parkway, Birmingham, Alabama 35242, under New York State under New York State contract # PC68526 for the cost of \$359,199.00, including delivery; and

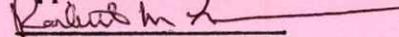
**WHEREAS**, the funding for this purchase will come from the Electric Department operating budget E110000-2454, and there are sufficient funds available for this purchase; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to approve the purchase of one (1) Altec Overcenter Articulating Aerial Device with Material Handling (AN55E-OC-US46) from Altec Industries, Inc., 33 Inverness Center Parkway, Birmingham, Alabama 35242, under New York State under New York State contract #PC68526 for the cost of \$359,199.00, including delivery.

The Clerk polled the Board at follows:

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

**Approved as to form**

  
**Deputy Village Attorney**

## Al Livingston

---

**From:** Gary Greene  
**Sent:** Friday, July 15, 2022 10:49  
**To:** Al Livingston  
**Subject:** FW: Emailing: 212 001 (2), 212 002 (2), 212 003 (2), 212 004 (2), 212 005 (2), 212 006 (2), 212 007 (2), 212 008 (2), 212 009 (2), 212 010 (2), 212 011 (2), 212 012 (2), 212 013 (2), 212 014 (2), 212 015 (2), 212 016 (2), 212 017 (2), 212 018 (2), 212 019  
**Attachments:** 212 001 (2).jpg; 212 002 (2).jpg; 212 003 (2).jpg; 212 004 (2).jpg; 212 005 (2).jpg; 212 006 (2).jpg; 212 007 (2).jpg; 212 008 (2).jpg; 212 009 (2).jpg; 212 010 (2).jpg; 212 011 (2).jpg; 212 012 (2).jpg; 212 013 (2).jpg; 212 014 (2).jpg; 212 015 (2).jpg; 212 016 (2).jpg; 212 017 (2).jpg; 212 018 (2).jpg; 212 019 (2).jpg; 212 020 (2).jpg; 212 021 (2).jpg; 212 022 (2).jpg; 212 023 (2).jpg; FW: Report freeport P024 unit 212

-----Original Message-----

**From:** Joe Malone <jmalone@freeportelectric.com>  
**Sent:** Friday, July 15, 2022 10:39 AM  
**To:** Gary Greene <ggreene@freeportelectric.com>  
**Subject:** FW: Emailing: 212 001 (2), 212 002 (2), 212 003 (2), 212 004 (2), 212 005 (2), 212 006 (2), 212 007 (2), 212 008 (2), 212 009 (2), 212 010 (2), 212 011 (2), 212 012 (2), 212 013 (2), 212 014 (2), 212 015 (2), 212 016 (2), 212 017 (2), 212 018 (2), 212 019

-----Original Message-----

**From:** Anthony Cestaro <acestaro@freeportny.gov>  
**Sent:** Friday, July 1, 2022 9:12 AM  
**To:** Joe Malone <jmalone@freeportelectric.com>  
**Subject:** Emailing: 212 001 (2), 212 002 (2), 212 003 (2), 212 004 (2), 212 005 (2), 212 006 (2), 212 007 (2), 212 008 (2), 212 009 (2), 212 010 (2), 212 011 (2), 212 012 (2), 212 013 (2), 212 014 (2), 212 015 (2), 212 016 (2), 212 017 (2), 212 018 (2), 212 019 (2)

GOOD MORNING, UNIT 212 1995 GMC 7000 MILES 76,756. SHOULD BE DECOMMISSIONED. HEAVY RUST(AIR TANKS ,STEEL LINES,SLACK ADUSTERS,BRAKE CHAMBERS, FUEL TANK,HYDRAULIC LIFT BOOMS.BOOMS ARE LEAKING HYDRAULIC FLUILD. HEAVY RUST AND DETERIORATION ON BODY AND STEPS.WILL NOT PASS NEW YORK STATE INSPECTION ANTHONY CESTARO VILLAGE OF FREEPORT GARAGE SUPERVISOR PH# 516 377-2228

Your message is ready to be sent with the following file or link attachments:

212 001 (2)  
212 002 (2)  
212 003 (2)  
212 004 (2)  
212 005 (2)  
212 006 (2)  
212 007 (2)  
212 008 (2)

212 009 (2)  
212 010 (2)  
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212 016 (2)  
212 017 (2)  
212 018 (2)  
212 019 (2)  
212 020 (2)  
212 021 (2)  
212 022 (2)  
212 023 (2)

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

OVERALL CONDITION

I



## diversified inspections / ITL

*Aerial Lift / Crane Inspections & Certifications*

PO Box 39669 • Phoenix, AZ 85069

Telephone: (800) 992-1111

**Inspection and Testing  
of  
Vehicle Mounted Elevating and Rotating Aerial Devices**

in accordance to  
ANSI A92.2

# INSPECTION REPORT

**Project No.**

024

**Customer**

FREEMPORT ELECTRIC NY

**Unit No.**

212

Jose Concepcion

Inspector

*Jose Concepcion*

Signature

January 13, 2022

Date

## DISCLAIMER

The information provided in this report is the result of the specific testing and inspection procedures conducted by Diversified Inspections/ITL (DI/ITL) on the equipment and identified herein, as limited by the scope of work authorized by the customer. The Test Results reflect only the conditions of the components tested or inspected within the scope of work authorized. We have reviewed neither the maintenance records nor the actual use of the equipment before or after the date of the testing or inspection. No attempt has been made and no information is rendered with respect to any conditions of the equipment or any component other than as expressly stated in the written Test Results. Specifically, but without limitations, no information, testing or inspection services are rendered concerning equipment design, suitability of the equipment for any particular purpose of the future serviceability of the equipment. The Test Results should not be construed as statement that the equipment is safe or serviceable.

The information provided in this report is not a substitute for proper use, maintenance, modification, inspection and repair of the equipment, who shall assure safe operation of the equipment within its intended limitation. Furthermore, nothing in the Test Results should be construed as a recommendation for corrective action and DI/ITL has not and will not supervise corrective action of any condition found to exist, as such in the sole responsibility of the owner/operator and it is hereby expressly excluded from the scope of the work performed by DI/ITL. The Test Results are intended solely for informational purposes of the customer and should not be utilized or relied upon by any other person.

Diversified Inspections/ITL has checked only accessible bolts for reasonable tightness with the use of an ordinary crescent wrench or open end wrench, but not with a torque wrench nor measuring device of any kind. At no time was a measuring tool or torque wrench utilized for determining the torque of bolts.

It is the customer's responsibility to torque and maintain all bearing bolts in accordance with the equipment manufacturer's specifications to ensure that all bolts are properly torqued. Customer should remove any and all equipment obstructing access to bearing bolts, and torque bolts in accordance with equipment manufacturer's specification found in equipment manufacturer's service manual.

Maintaining proper torque of all bolts is the sole responsibility of the equipment owner/user and is not the responsibility of Diversified Inspections/ITL.

Any inspection item unspecified on this report will be addressed and notated on the Defects Summary Page.



## Unit Information

<b>Project No.:</b>	024	<b>Work Order No.:</b>	00162952
<b>Date:</b>	January 13, 2022	<b>Unit Type:</b>	Single Bucket MH
<b>Customer:</b>	FREEPORT ELECTRIC NY	<b>Unit No.:</b>	212
<b>Inspector:</b>	Jose Concepcion	<b>Location ( City,ST ):</b>	Freeport NY
<b>Supervisor / Contact:</b>	Gary Greene	<b>Division:</b>	UTILITY

Device
MORSE MANUFACTURE
1995
805 BRONCO
11994202
42 ft
2,045
2,266

**Manufacturer**  
**Year**  
**Model No.**  
**Serial No. / VIN No.**  
**Length / Device Capacity**  
**Engine Hours / Vehicle Mileage**  
**PTO Hours / Plate No. ( Number,ST )**

Chassis
GMC
1995
8500
1GDM7H1J2SJ519031
350 lbs
76,730
AG3936 NY

## Unit Photos

Project No.:	024		Work Order No.:	00162952	
Date:	January 13, 2022		Unit Type:	Single Bucket MH	
Customer:	FREEPORT ELECTRIC NY		Unit No.:	212	
Inspector:	Jose Concepcion		Location ( City,ST ):	Freeport	NY
Supervisor / Contact:	Gary Greene		Division:	UTILITY	
Device Manufacturer:	MORSE MANUFACTURE		Chassis Manufacturer:	GMC	
Serial No.:	11994202		VIN No.:	1GDM7H1J2SJ519031	
Device Model No.	805 BRONCO		Chassis Model No.	8500	
Length / Capacity:	42 ft	350 lbs	Eng. Hours / Mileage:	2,045	76,730
Plate No. ( Number,ST ):	AG3936	NY	Year / PTO Hours	1995	2266

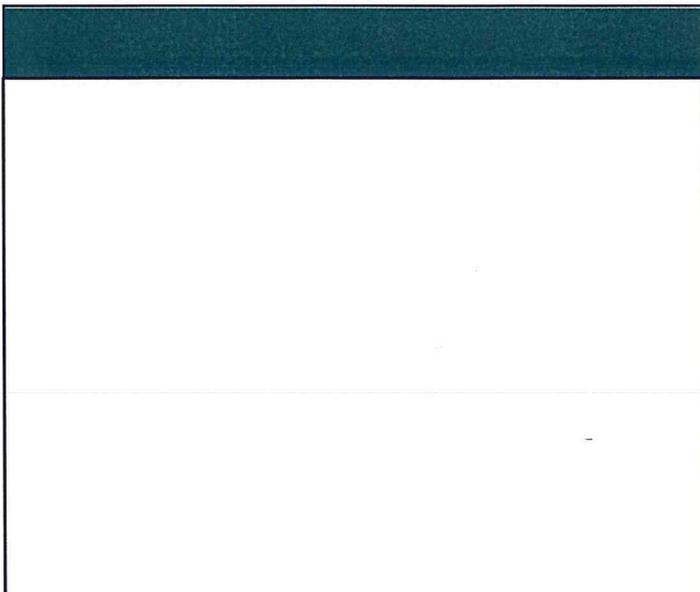
**Front**



**Streetside**



**Curbside**



# Bucket Truck Visual Inspection

in accordance to ANSI A92.2

Project No.:	024	Work Order No.:	00162952
Date:	January 13, 2022	Unit Type:	Single Bucket MH
Customer:	FREEPORT ELECTRIC NY	Unit No.:	212
Inspector:	Jose Concepcion	Location ( City,ST ):	Freeport   NY
Supervisor / Contact:	Gary Greene	Division:	UTILITY
Device Manufacturer:	MORSE MANUFACTURE	Chassis Manufacturer:	GMC
Serial No.:	11994202	VIN No.:	1GDM7H1J2SJ519031
Device Model No.	805 BRONCO	Chassis Model No.	8500
Length / Capacity:	42 ft   350 lbs	Eng. Hours / Mileage:	2,045   76,730
Plate No. ( Number,ST ):	AG3936   NY	Year / PTO Hours	1995   2266

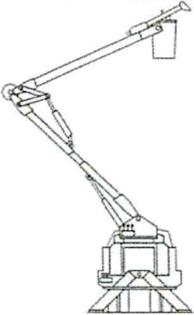
X = Acceptable R = Repair or Replace (See Defect Summary) N = Not Applicable			
Inspection Detail	ID	Inspection Detail	ID
1	X	Check for missing or illegible operational and instructional markings.	
2	X	Structural members for deformation, cracks, or corrosion, excessive wear, and any loose, deformed or missing bolts, pins, fasteners, locking devices, and covers.	
3	X	Proper operation of interlocks.	
4	X	Controls return to neutral when released.	
5	X	Control functions and operation clearly marked.	
6	X	Check visual and audible safety devices for proper operation.	
7	R	Hydraulic and pneumatic cylinders and holding valves for malfunction and visible damage.	
8	X	Welds, as specified by the manufacturer.	
9	R	Legible and proper identification, operational, and instructional markings.	
10	X	Visually inspect any vacuum prevention systems and verify function of such systems per the manufacturer's manual.	
		11	X
		12	X
		13	X
		14	X
		15	X
		16	X
		17	X
		18	X
		19	X

Load Test			
Boom Type	Rated Load	Test Load	Result
Main	350 lbs	400 lbs	FAIL
Jib	800 lbs	1000- PASS	

## Dielectric Test Results

Project No.:	024	Work Order No.:	00162952
Date:	January 13, 2022	Unit Type:	Single Bucket MH
Customer:	FREEPORT ELECTRIC NY	Unit No.:	212
Inspector:	Jose Concepcion	Location ( City,ST ):	Freeport NY

### Periodic Aerial Lift Dielectric Test

	<table border="1" style="margin: 0 auto;"> <tr><th style="background-color: #cccccc;">Usage Category</th></tr> <tr><td style="text-align: center;">Category C</td></tr> </table>	Usage Category	Category C	<table border="1" style="margin: 0 auto;"> <tr><th style="background-color: #cccccc;">Test Voltage</th></tr> <tr><td style="text-align: center;">DC</td></tr> </table>	Test Voltage	DC	
Usage Category							
Category C							
Test Voltage							
DC							
	Upper Boom Angle <input style="width: 100px;" type="text" value="45°"/>	Boom Angle <input style="width: 100px;" type="text"/>					
	Lower Boom Angle <input style="width: 100px;" type="text" value="45°"/>						
* Platform height recorded for consistency or duplication of test results *							

Upper Boom/Extension		Weather Conditions		Chassis Insulating System	
Test Voltage:	<input style="width: 50px;" type="text" value="56"/> kV	Temperature:	<input style="width: 50px;" type="text" value="36°"/>	Test Voltage:	<input style="width: 50px;" type="text" value="50"/> kV
Duration:	<input style="width: 50px;" type="text" value="3"/> min		<input style="width: 100px;" type="text" value="Dry"/>	Duration:	<input style="width: 50px;" type="text" value="3"/> min
Leakage Current:	<input style="width: 50px;" type="text" value="16"/> uA		<input style="width: 100px;" type="text" value="Overcast"/>	Leakage Current:	<input style="width: 50px;" type="text" value="25"/> uA
Results:	<input style="width: 100px;" type="text" value="PASS"/>		<input style="width: 100px;" type="text" value="Calm"/>	Results:	<input style="width: 100px;" type="text" value="PASS"/>

### Bucket Liner (s) Dielectric Test

Liner 1	Testing Parameters	Liner 2									
Serial No.:	<input style="width: 100px;" type="text" value="90925-212"/>	Serial No.:	<input style="width: 100px;" type="text"/>								
Results:	<input style="width: 100px;" type="text" value="PASS"/>	Results:	<input style="width: 100px;" type="text"/>								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>Current</u></td> <td style="border-bottom: 1px solid black;"><u>Voltage</u></td> <td style="border-bottom: 1px solid black;"><u>Duration</u></td> </tr> <tr> <td>AC</td> <td>35 kV</td> <td>1 min</td> </tr> <tr> <td>DC</td> <td>100 kV</td> <td>3 min</td> </tr> </table>	<u>Current</u>	<u>Voltage</u>	<u>Duration</u>	AC	35 kV	1 min	DC	100 kV	3 min	
<u>Current</u>	<u>Voltage</u>	<u>Duration</u>									
AC	35 kV	1 min									
DC	100 kV	3 min									

### Confirmation Test of Upper Control Components

Curb Side Handle	Testing Parameters	Street Side Handle												
Test Voltage:	<input style="width: 50px;" type="text"/> kV	Test Voltage:	<input style="width: 50px;" type="text"/> kV											
Duration:	<input style="width: 50px;" type="text"/> min	Duration:	<input style="width: 50px;" type="text"/> min											
Leakage Current:	<input style="width: 50px;" type="text"/> uA	Leakage Current:	<input style="width: 50px;" type="text"/> uA											
Results:	<input style="width: 100px;" type="text"/>	Results:	<input style="width: 100px;" type="text"/>											
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>Current</u></td> <td style="border-bottom: 1px solid black;"><u>Voltage</u></td> <td style="border-bottom: 1px solid black;"><u>Leakage</u></td> <td style="border-bottom: 1px solid black;"><u>Duration</u></td> </tr> <tr> <td>AC</td> <td>40 kV</td> <td>400uA</td> <td>1 min</td> </tr> <tr> <td>DC</td> <td>56 kV</td> <td>56 uA</td> <td>3 min</td> </tr> </table>	<u>Current</u>	<u>Voltage</u>	<u>Leakage</u>	<u>Duration</u>	AC	40 kV	400uA	1 min	DC	56 kV	56 uA	3 min	
<u>Current</u>	<u>Voltage</u>	<u>Leakage</u>	<u>Duration</u>											
AC	40 kV	400uA	1 min											
DC	56 kV	56 uA	3 min											

### Jib Dielectric Test

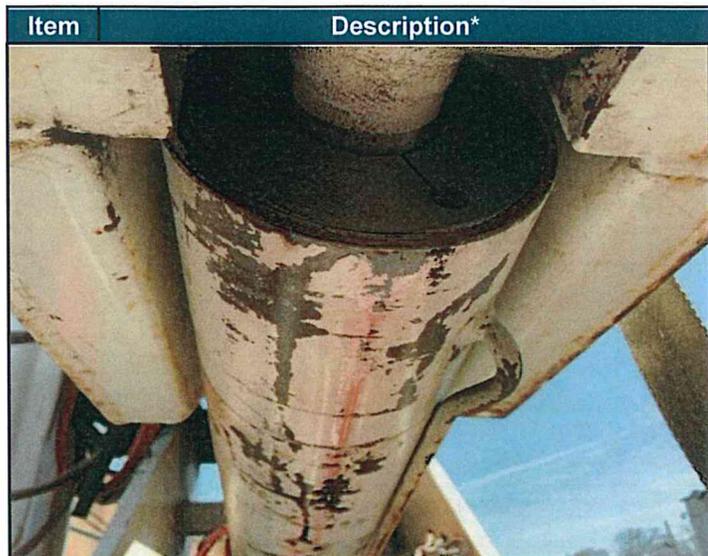
Jib No. 1	Testing Parameters	Jib No. 2	
Test Voltage:	<input style="width: 50px;" type="text"/> kV	Test Voltage:	<input style="width: 50px;" type="text"/> kV
Duration:	<input style="width: 50px;" type="text"/> min	Duration:	<input style="width: 50px;" type="text"/> min
Leakage Current:	<input style="width: 50px;" type="text"/> uA	Leakage Current:	<input style="width: 50px;" type="text"/> uA
	<p style="text-align: center;"><b>Note:</b></p> Boom tip jibs used in material handling on aerial devices shall be considered non-insulating unless the jib has been rated, tested and maintained for the appropriate line voltage.		

This is to certify that the above test procedures, where applicable, comply with the requirements of the American National Standard for vehicle-mounted elevating and rotating work platforms, ANSI A92.2-2009,2001, 1990, 1979, and 1969. The above tests do not guarantee the continuing insulation of the tested areas. It shall be the user's responsibility to maintain the insulating qualities of the aerial device through periodic testing.

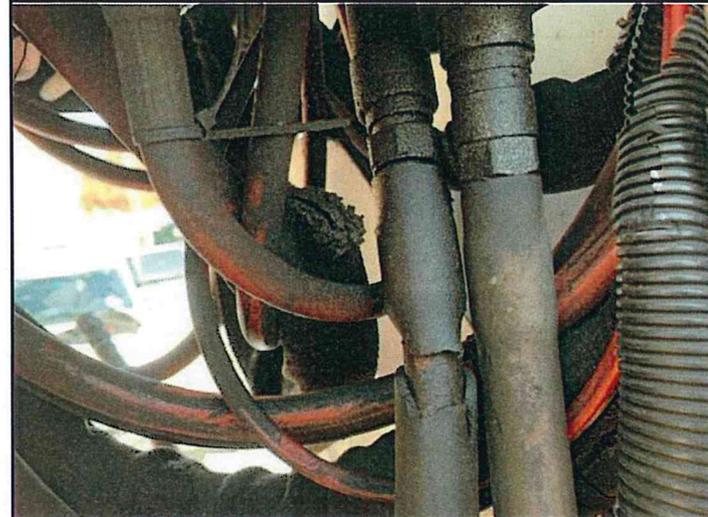


## Defect Photos

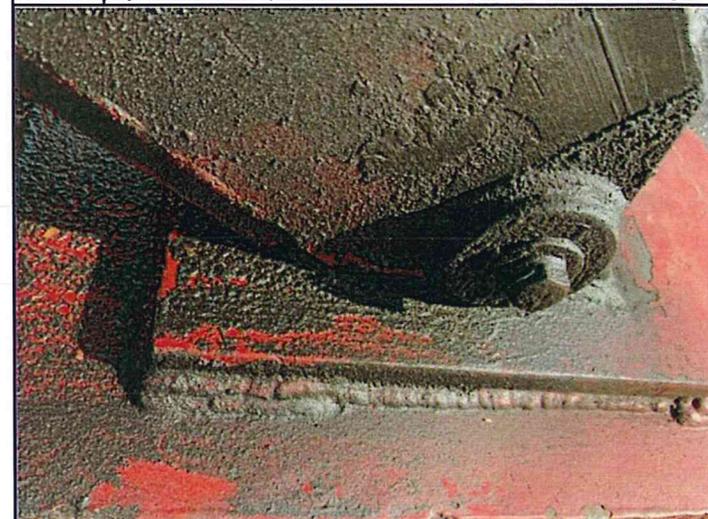
<b>Project No.:</b>	024	<b>Work Order No.:</b>	00162952
<b>Customer:</b>	FREEMPORT ELECTRIC NY	<b>Unit No.:</b>	212



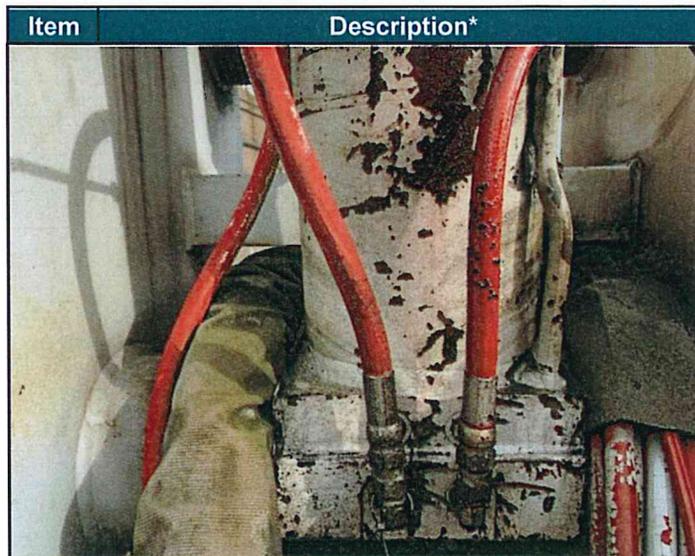
I	main cylinder seal is leaking
---	-------------------------------



II	Hydraulic components in bucket control are leaking oil
----	--



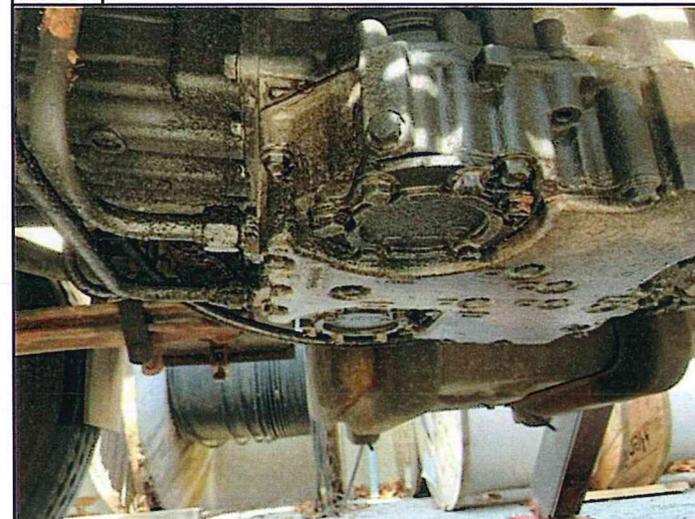
II	front right outrigger cylinder is leaking oil
----	---



I	Main cylinder is leaking oil.
---	-------------------------------

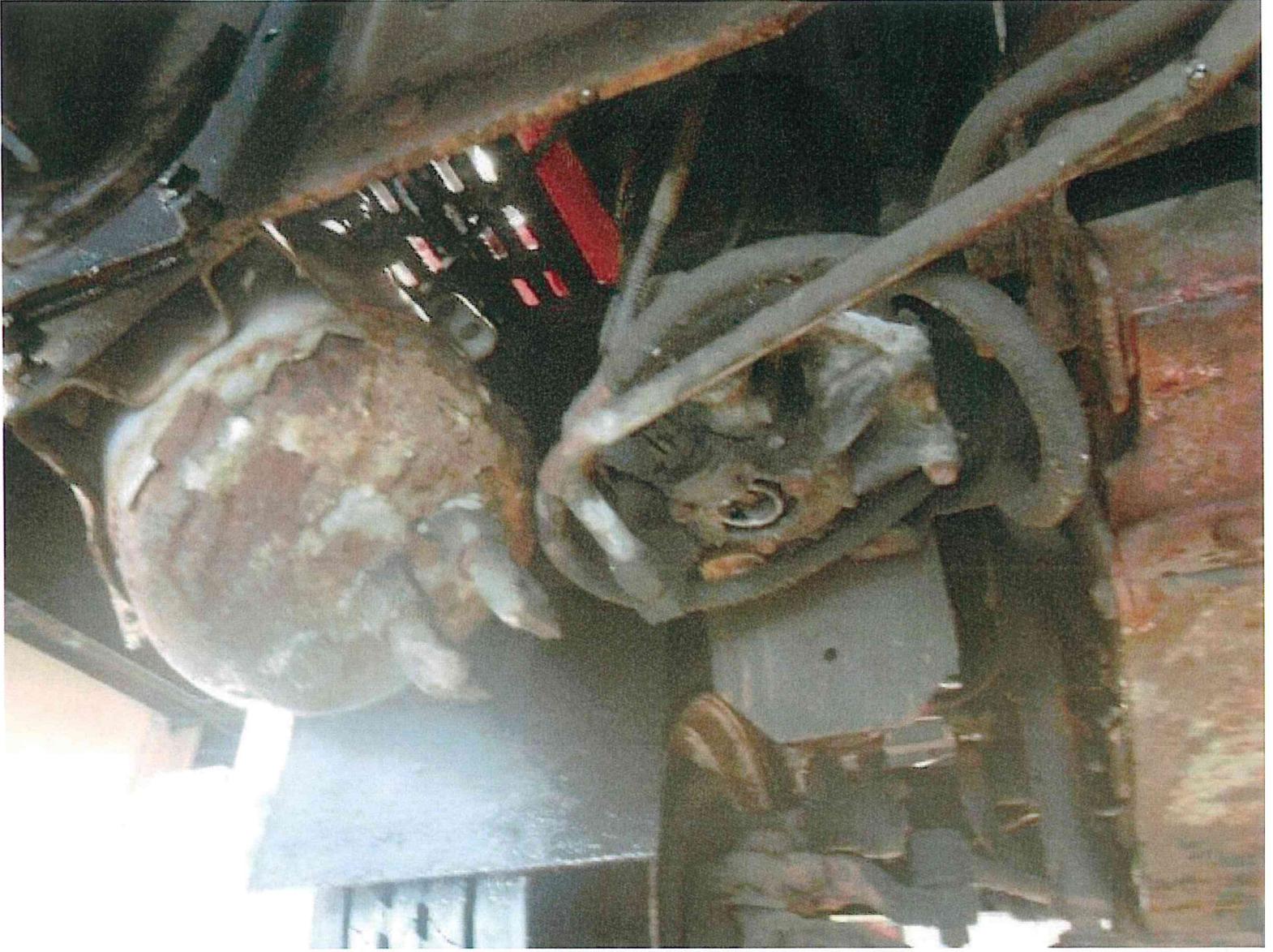


III	Manufacture plate info is missing
-----	-----------------------------------

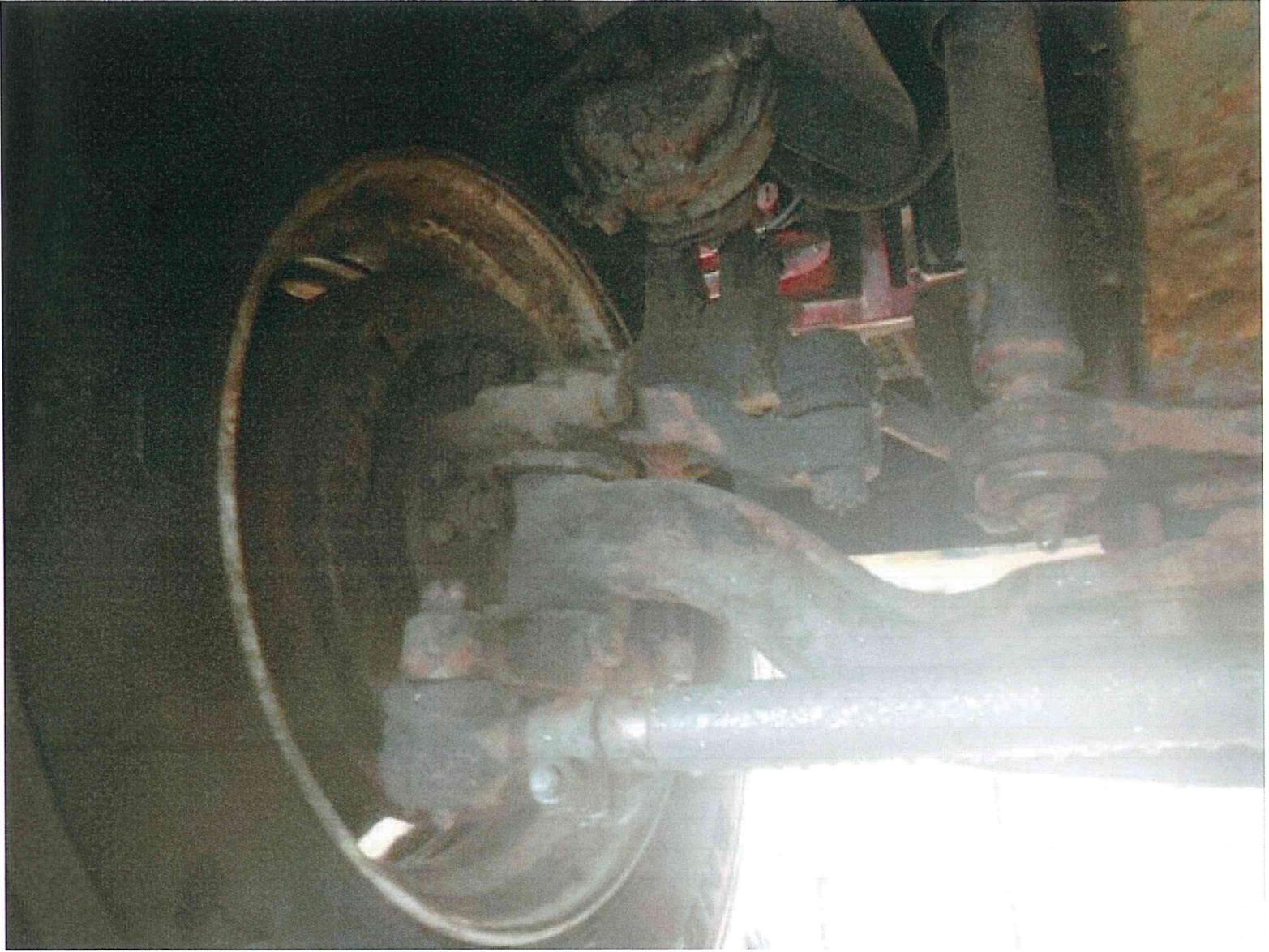


III	Transmission gasket is seeping oil.
-----	-------------------------------------















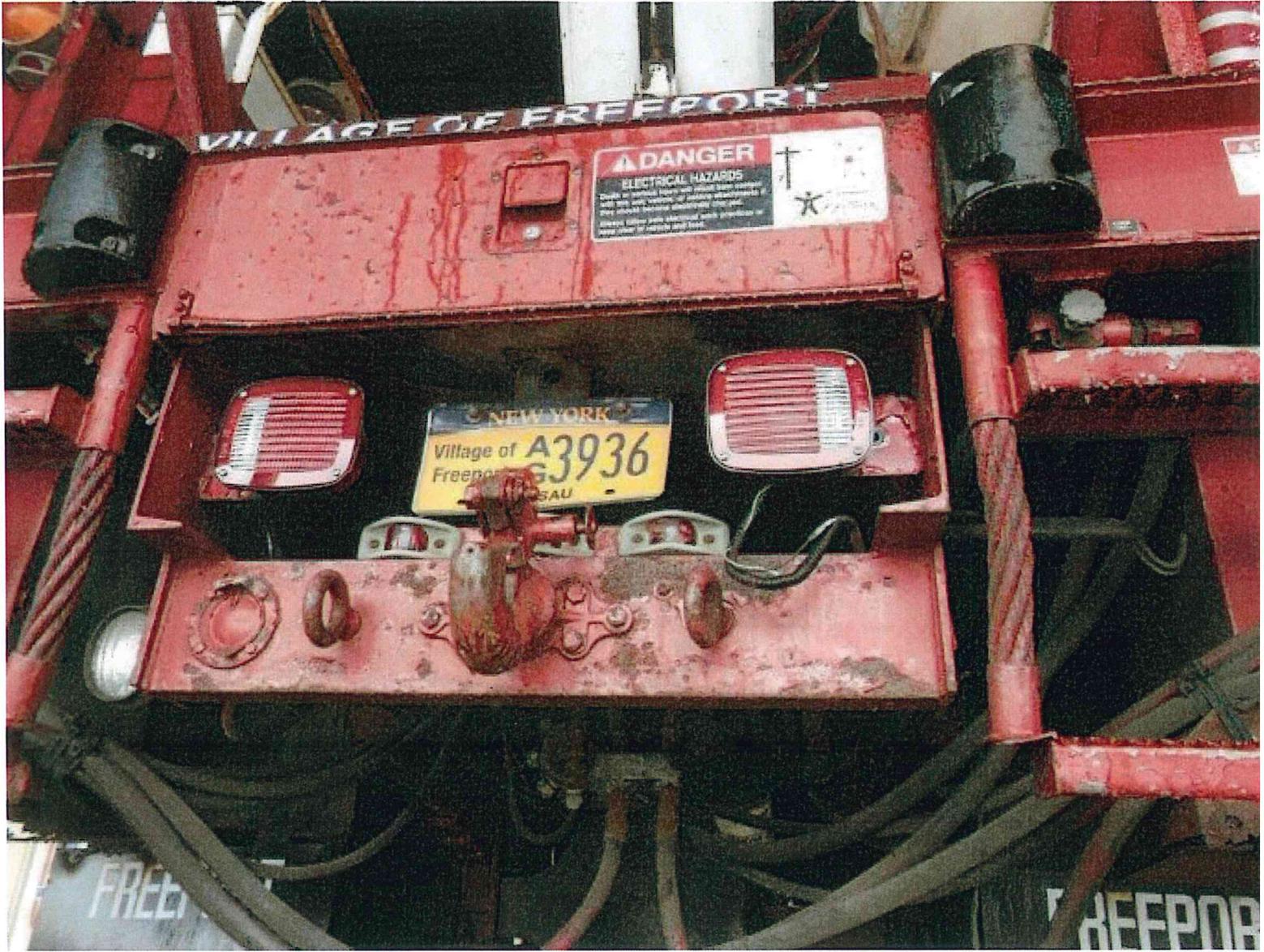




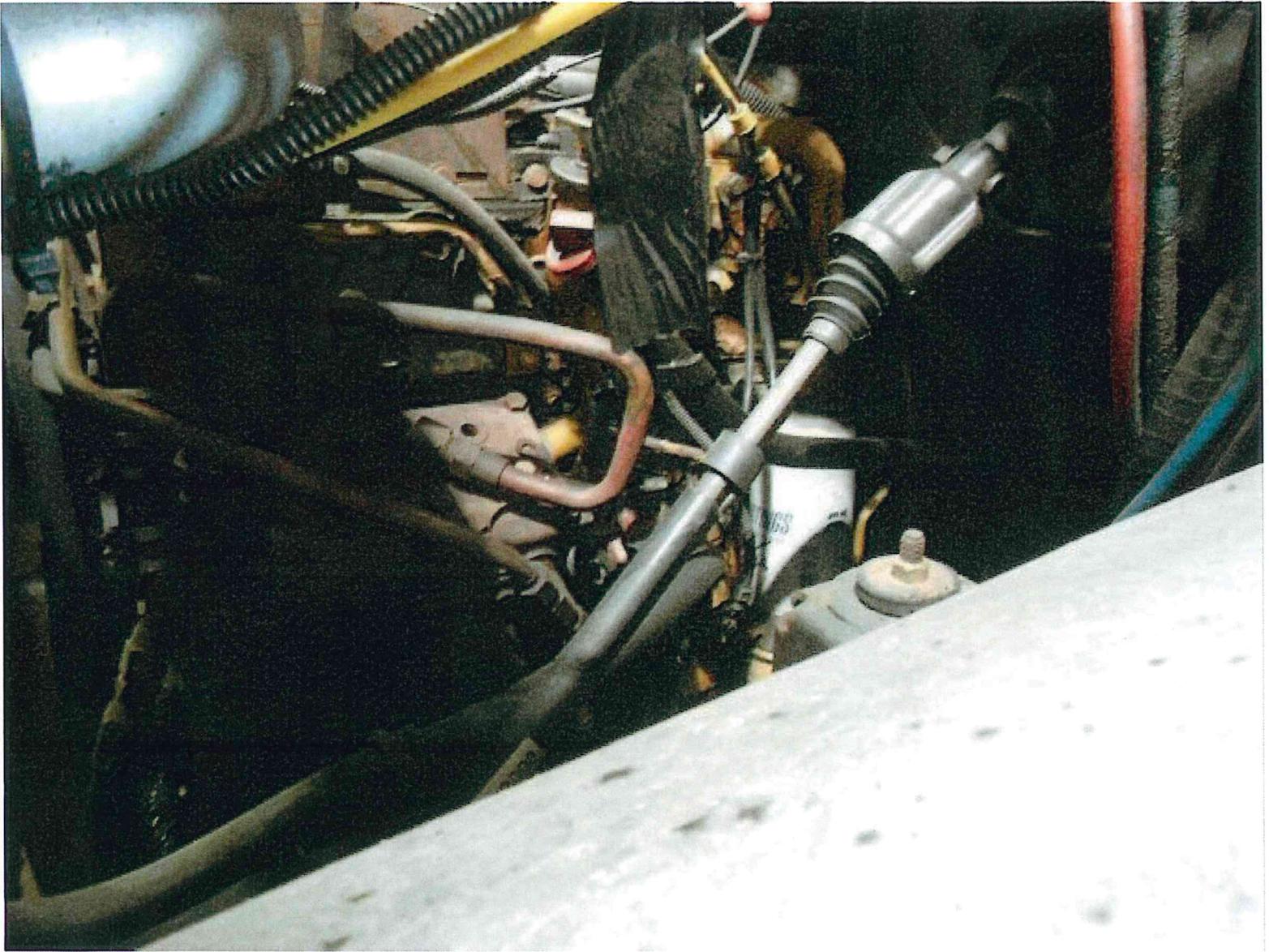


**FREEPORT**







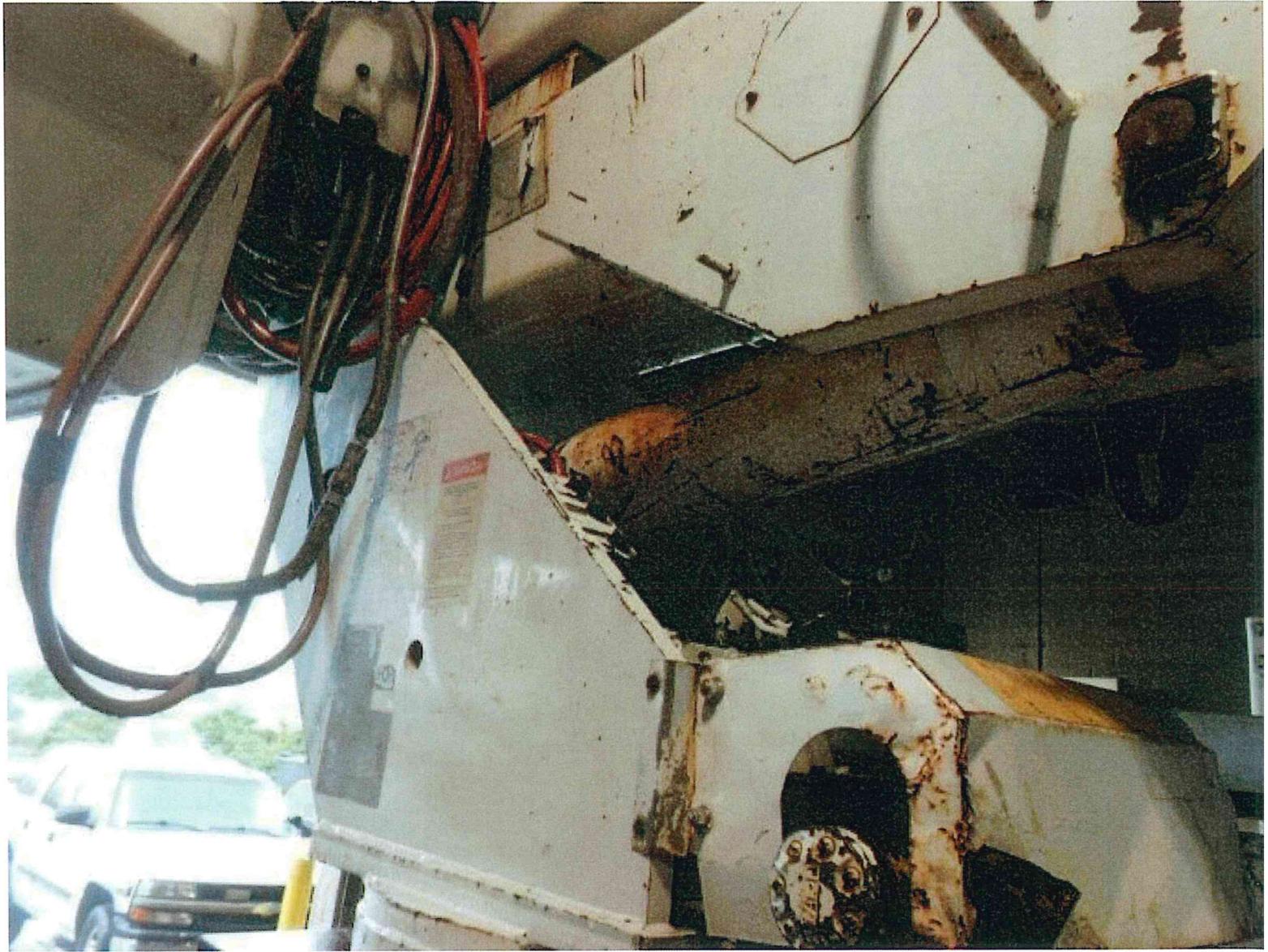






Turn Off  
Radio!!



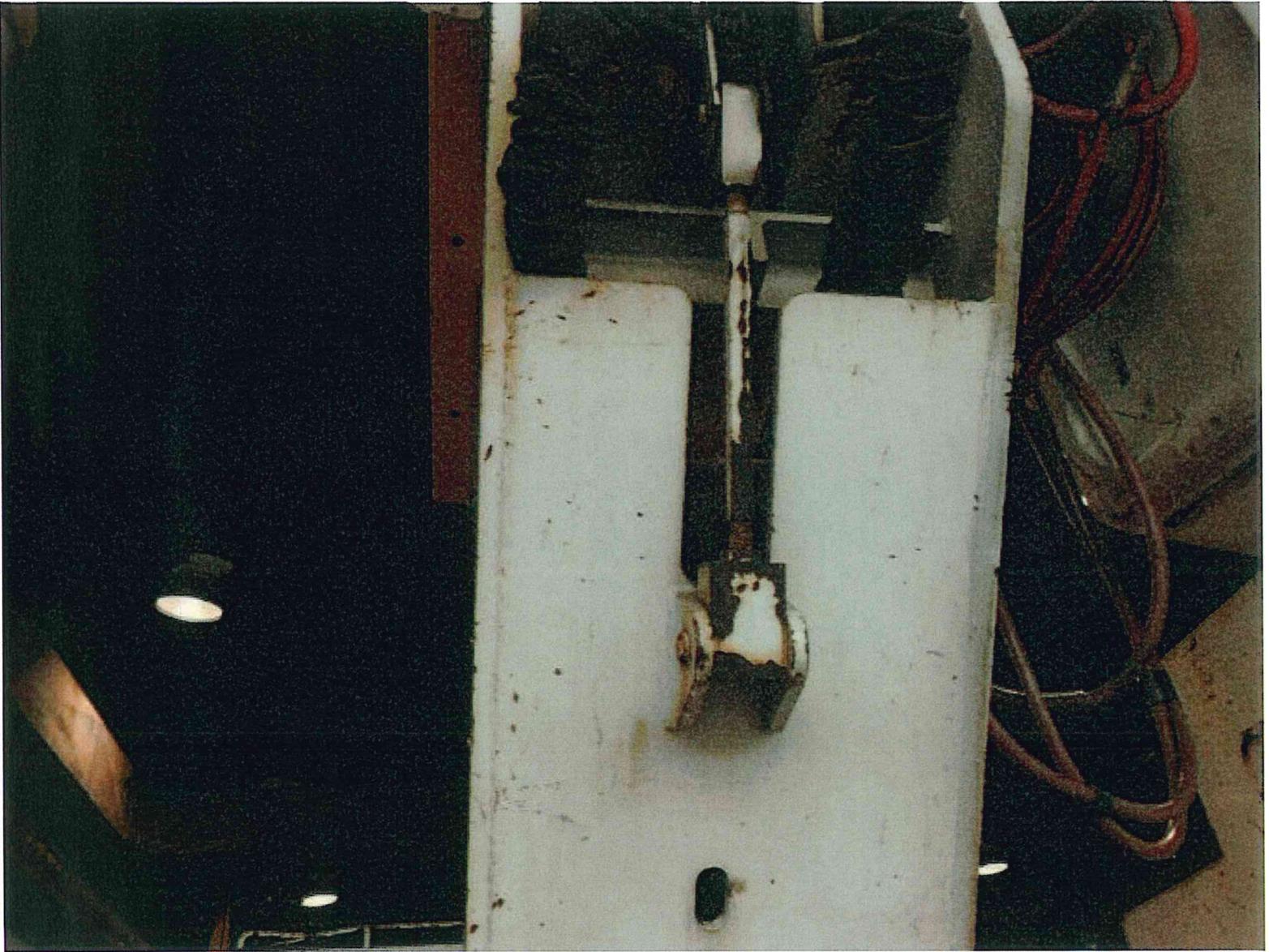
















Quote Number: 1110599-1  
 Sourcewell Contract #: 012418-ALT  
 Date: 3/22/2022  
 NYS OGS Contract #: PC68526

Quoted for: Village of Freeport

Altec Account Manager: John Maes  
 Phone: 846-457-9754 / Email: John.Maes@Altec.com  
 Quoted by: Karen Barbini

REFERENCE ALTEC MODEL		Sourcewell Price
AN55E-OC	Overcenter Articulating Aerial Device with Material Handling, Extended Side Reach with X-Frame Outriggers (Insulated)	\$210,782

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AN55E-OC-US46	46' Boom Height (AN46E-OC)	-\$2,081
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	MHW18	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside.	\$11,710
2	CG	Cab Guard	\$3,575
3	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$701
4	SPOT5	Spotlight, LED, Mounted to Truck, Can Be Directed Wherever Required.	\$510
5	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	\$275
6	PSW4	PURE SINE WAVE INVERTER.3000 Watts Continuous. GFCI Outlet at Rear.	\$3,843
7	ISG	Inverter Storage Inside of Body Compartment with Guard	\$720
8	VRC	12 Volt Receptacle (Cigarette Lighter Style), weatherproof	\$348
9	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclose	\$304
10	JEMS-LE	JEMS LE Jobsite Anti-Idle - Compatible with AA, AN, AM, L, LR, and TA Models	\$50,920
11	JEMS-EOAC	JEMS Engine-Off Air Conditioning	\$4,762
12	JEMS-EOFHG	JEMS Engine-Off Heat	\$701
13	JEMS-LE-JC	JEMS LE Mobile/Jobsite Charge	\$5,216
14	JEMS-ACPC	JEMS 25ft Adapter Cord for 110-120VAC For Plug-In Charging	\$589
<b>SOURCEWELL OPTIONS TOTAL:</b>			<b>\$292,875</b>

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Unit options, per specs	\$8,463
2	UNIT & HYDRAULIC ACC	Unit & Hydraulic accessories, per specs	\$3,577
3	BODY	Altec steel service body, per specs	\$17,850
4	BODY & CHASSIS ACC	Body & Chassis accessories, per specs	\$841
5	ELECTRICAL	Electrical accessories, per specs	\$4,999
6	FINISHING	Finishing details, per specs	\$2,837
7	CHASSIS	International HV607 4 x 2 Chassis, per specs	\$11,413
8	CHASSIS EXT WARR	Engine Aftertreatment Extended warranty, 5 years, 150,000 miles	\$600
9	OTHER	2025 Model Year	\$14,644
<b>OPEN MARKET OPTIONS TOTAL:</b>			<b>\$65,224</b>

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$358,099  
 Delivery to Customer at \$2.20 / mile: \$1,100

TOTAL FOR UNIT/BODY/CHASSIS: \$359,199

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

\*\*Pricing valid for 30 days\*\*

**NOTES**

**ALTEC QUOTE PRICING:** Altec will make every effort to honor this quotation. However, if major and irregular cost inflation occurs, price may be review and confirmed closer to the production date. For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 45 - 48 months ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.



February 16, 2022  
Our 93rd Year

**Ship To:**  
VILLAGE OF FREEPORT  
46 NORTH OCEAN AVE  
FREEPORT, NY 11520-0000  
US

**Bill To:**  
VILLAGE OF FREEPORT  
46 NORTH OCEAN AVE  
FREEPORT, NY 11520-0000  
United States

Attn:  
Phone: 516-377-2220  
Email:

**Altec Quotation Number:** 1110599 - 1  
**Account Manager:** John Maes  
**Technical Sales Rep:** Karen Barbini

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	ALTEC Model AN46E-OC articulating overcenter aerial device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip (U.S. Patent No. 7,416,053) system, an upper control system incorporating high resistance components at the boom tip, for installation over rear axle, built in accordance to ALTEC's standard specifications and to include the following features:  <ul style="list-style-type: none"> <li>A. Ground to Bottom of Platform Height: 48.5 feet at centerline of rotation ( 17.90m at 0 m)</li> <li>B. Working Height: 54 feet ( 16.45 m)</li> <li>C. Maximum Reach to Edge of Platform with Lower Boom at 120 degrees: 36.40 feet ( 11.11 m) - (extended reach)</li> <li>D. Pedestal and Turntable: Box structure design with large service openings, 1.50 inch (38 mm) top plate of pedestal and stiffened 1.50 inch (38 mm) bottom plate of turntable machined after welding to provide a rigid, flat mounting surface for the rotation bearing. This extends the life of the bearing and reduces life cycle cost.</li> <li>E. Rotation: Continuous rotation provided by worm gear drive, equipped with extended shaft for manual rotation, driving a shear ball bearing rotation gear. The fully adjustable rotation drive assembly includes an external eccentric ring adjustment of the gearbox pinion gear to the main rotation bearing, permitting the ability to easily adjust backlash, reduce boom side play and ensure proper tooth contact over the life of the unit. This reduces life cycle cost.</li> <li>F. Lift Cylinders: The rod eye is both thread and weld fastened to the rod while the blind end of the cylinder is of cast steel, one piece design, cartridge-type, bi-directional counter-balance holding valves. Self-aligning, spherical ball-type bushings are used at each end of the cylinder.</li> <li>G. Lower Boom: Fabricated, reinforced steel with a round centrifugal cast, high density fiberglass insulator. Insulator provides 24 inches (610 mm) of isolation in the lower boom (12 inches (305 mm) on 50 foot models). The inner surface of the fiberglass insulator has a wax coating molded in during manufacture to provide a dry, smooth inner surface which will cause moisture to bead. The outer surface has a protective coating. Lower boom articulation is 0 degrees to 120 degrees on extended reach units.</li> <li>H. Lower Boom Stow Protection: To help prevent excessive down pressure by boom</li> </ul>	1

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	structures when stowing.	
I.	Lower Boom Pivot Pin: high strength chrome plated steel with self-lubricating, replaceable, non-metallic bearing.	
J.	Upper Boom: Round centrifugally cast, high density fiberglass, providing a minimum of 15.9 feet (4.8 m) of isolation in the upper boom. The inner surface of the fiberglass boom has a wax coating molded in during manufacture to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a protective coating. Upper boom articulation is 0 degrees to 192 degrees	
L.	Upper Boom Hold Down Device	
M.	Platform Leveling System: The platform is leveled by a single leveling chains with fiberglass rods in lower and upper boom, designed to maintain the dielectric integrity of the aerial device. Controls for tilting the platform are located at the platfor The mechanism for tilting the platform includes one dual acting cylinder incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure.	
N.	Emergency Stop at upper and lower control stations	
O.	Platform: Totally enclosed, fiberglass.	
P.	ISO-Grip System: The Attec ISO-Grip (U.S. Patent No. 7,416,053) System includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. 1. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. 2. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. 3. Control Console: Non-tested non-metallic control console plate. 4. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.	
Q.	Diagnostic Pressure Test Quick Disconnect Couplings: Couplings are installed at turntable and include dust cap Couplings allow a technician to quickly check tool and system pressure setting	
T.	Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.	
U.	Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.	
V.	Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion.	
W.	Back-up Alarm, installed	
X.	ISO 9001: This aerial device is designed and manufactured in a facility that is certified to meet ISO 9001 requirements.	
Y.	Manuals: Two (2) Operators and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.	
2.	375 - Automatic stow system	1
3.	211PE- One One-Man, 24x30x42, 90 Degree Rotator, 24" Vertical Lift, Side Mount Hydraulic extended Jib/Winch	1
4.	258 - Platform liner 24x30, 50 kV rating (minimum)	1
5.	297 Outrigger control valves with tool circuit, contains four spools that control each	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
	outrigger and a fifth spool to control tool function. Hydraulic tool circuit includes one set of quick disconnect couplings, installed at tailshelf to supply 8.0 gpm and 2,000 psi to operate either open or closed center tools.	
6.	Electric Over Hydraulic Outrigger Controls	1
7.	315 Engine start/stop with Secondary Stowage System, 12 VDC electric powered. Includes auxiliary pump and electric motor, powered by the chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the engine, PTO or pump fails.	1
8.	319 - Category C 46 kV and below	1
9.	460 - Outrigger X-Frame with flat shoe - 172.8 inch max spread	1
10.	Primary 4" Outrigger Extension, Engineering to Determine Final Height	1
11.	241 - Outrigger A-Frame with Flat-shoe - provides 149 inch (3785 mm) maximum spread outside to outside of shoe.	1
12.	Auxiliary 4" Outrigger Extension, Engineering to Determine Final Height	1
13.	313 Lower boom lifting eye provides from 800 pounds (362.0 kg) capacity at 0 degrees to 2,000 pounds capacity at lower boom angles greater than 60 degrees	1
14.	Powder coat unit Altec White.	1
15.	380 - Manual, extra Operator's and Maintenance/Parts	1
16.	HYBRID READY UNIT: For material handling, single platform machines. Unit will be manufactured with all the necessary components including modules and controls to interface to a hybrid system.	1
<b><u>Unit &amp; Hydraulic Acc.</u></b>		
17.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1
18.	Platform Cover, 24 x 30, Soft Vinyl, Aerial Units	1
19.	Swivel Hook For Winch Load Line, Material Handling, 1-Ton With Latch, Aerials	1
20.	AA/AN/E/E-OC Subbase	1
21.	Subbase Storage Custom Option 1	1
	Underbody ladder box shall have a clear opening 22 inches wide by 8 inches high for storage of 28'ft extension ladder. Install stop at 14'ft. Provide roller at rear.	
22.	30 Gallon Reservoir, Triangular, Sight/Temperature Guage Installed, Mounted in Cargo Area	1
23.	Hydraulic Reservoir Guard, Punched Metal	1
24.	HVI-22 Hydraulic Oil (Standard)	38

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
25.	Standard Pump for PTO	1
26.	Muncie PTO	1
27.	Hot Shift PTO (for Automatic Transmission)	1
28.	Altec PTO/Transmission Functionality with Winch Recovery and First Gear Hold for Allison Automatic Transmissions: -Once the PTO switch is on, and transmission is in first, neutral, or reverse the PTO will engage. -When the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced into neutral. -PTO will disengage when RPM limits are exceeded (chassis speed of approximately 5 mph). -When the winch controls are activated, the transmission will not shift into another gear. PTO will remain engaged until the operator de-activates the PTO switch.	1
29.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1
30.	Braden PD18 Bumper Package, 20,000 LB Planetary Gear Single-Speed Hydraulic Winch With Tool Box and RH Extended Shaft	1
31.	Winch Cable 250 Ft Of 1/2 In IWRC 6 X 36	1
32.	Quick Hook 5 TON	1
33.	Winch Control, In-Cab, Air, Single Axis Control Lever (Non-Meterable), Altec Preferred In-Cab Air Controller	1
34.	Collapsible Reel (CR Reel) (Utility Tool And Body Co. #176-A-78)	1
35.	Fold-Over Storage Bracket For Collapsible Reel (CR Reel) Typically Mounts On Front Bumper	1
36.	AA/AN50/55 Series Unit Installation Components	1
	<b><u>Body</u></b>	
37.	Altec Body	1
38.	Steel Body	1
39.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.	
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.	
	C. Heavy-Gauge Welded Steel Frame Construction.	
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.	
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.	
	F. Steel Treated For Improved Primer Bond And Rust Resistance.	
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
	H. B-Line Channel Installed In Compartments	
40.	Smooth Galvanneal Steel Floor	1
41.	Aerial Service Line With Step (ASLS)	1
42.	Finish Paint Body Custom Color (Provide Color And Code)	1
	Body, Body interior, Tailshelf, Rear & Side Cable Steps, Outrigger Pad Holders, painted RED (to match IH Code 2303).	
	Curbside & Streetside Top Boxes, painted Altec White.	
43.	Undercoat Body	1
44.	170" Estimated Body Length (Engineering To Determine Final Length)	1
45.	94" Body Width	1
46.	46" Body Compartment Height	1
47.	18" Body Compartment Depth	1
48.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1
49.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1
50.	Custom Body Compartment Top Surface	1
	Treadplate On Curbside 1st & 2nd Vertical Compartments only	
51.	Custom JEMS Battery Enclosure (JBE) location on body	1
	front curbside	
52.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	9
53.	Stainless Steel Rotary Paddle Latches With Keyed Locks	9
54.	All Locks Keyed Alike Including Accessories (Preferred Option)	1
55.	Standard Master Body Locking System	9
56.	Gas Prop Rigid Door Holders On All Vertical Doors	1
57.	Chains On All Horizontal Doors	1
58.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1
59.	Hotstick Shelf Extending From Rear Of First Vertical To Rear Of Body On Streetside	1
60.	Two Hotstick Brackets On Streetside	1
61.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1
62.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
63.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2
64.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2
65.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2
66.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2
67.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2
68.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2
69.	1st Horizontal (SS) - Fixed Shelf Extending Through Rear Vertical	1
70.	Rear Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1
71.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3
72.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1
73.	1st Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)	1
74.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2
75.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2
76.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2
77.	3rd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage (Keyed Lock)	1
78.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers	1
79.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 8 Inch Centers On Bottom of Compartment	1
80.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2
81.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3
82.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2
83.	Rear Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1
84.	29" L Steel Tailshelf, Width To Match Body	1
85.	Smooth Galvanneal Steel Tailshelf	1
86.	Additional Steel Top Opening Storage Box	1

170"lg. x 14"w. x 16"h. with dual GRIP strut top lids. Gas Props, Fold-Down Handles, and Compression latches. Mount box on top of body steetside on B-line channel, bolt box to channel. Paint Box Altec White

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
87.	Additional Steel Top Opening Storage Box  Approx. 94"lg. x 14"w. x 16"h. from access way to rear of body, Top opening Lid at forward portion of box approx. 40"lg. with Gas Props, Fold-Down Handle, and Compression Latch. Gripstrut installed on top of box, full length. Provide a lift-up door on rear of box, large as possible, with gas prop and paddle latch. Mount box on top of body curbside, on B-line channel, from accessway to rear of body. Paint Box Altec White	1
88.	Additional Steel Top Opening Storage Box  Class 2 Rubber blanket box shall be provided. See attached dwg.  Ref last build, 73065107.	1
<b><u>Body and Chassis Accessories</u></b>		
89.	Dock Bumpers (Pair), Rectangular, installed at Rear Frame Rail at the furthest point back	1
90.	Set of Safety Chain D-Rings	1
91.	Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11-Bolt T-Mount, Altec Preferred (T-125 Style), D-Rings, Dock Bumper, 4X2/6X4	1
92.	ICC Underride Protection	1
93.	Glad Hands at Rear, Straight (Standard) (Includes Dust Covers)	1
94.	Cab Guard, Mounted on Front Winch  Full expanded metal front to back, with complete metal mesh on top.	1
95.	Cable Step Installed at Rear, Double Step with Rigid Top Step  Installed at rear under tailshelf, one each side.	2
96.	Cable Step, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)	1
97.	Compartment Top Access Step from Body Floor	1
98.	Platform Access Step From Top of Body Compartment	1
99.	Single Platform Access, One Step Mounted to Turntable  Painted white.	1
100.	Small Grab Handle Installed at Rear  Bolt on rear body panels, toward cargo area, one each side.	2
101.	U-Shaped Grab Handle  Installed on tailshelf, one each side. Curbside handle positioned for vise mounting clearance.	2

<u>Item</u>	<u>Description</u>	<u>Qty</u>
102.	Mounting Brackets for Lights, Located on Lower Boom Rest	1
103.	Lower Boom Rest	1
104.	Lower Boom Rest Cradle, Large Aerials	1
105.	Platform Rest, Rigid with Rubber Tube	1
106.	Wood Outrigger Pad 24 x 24 x 2.5 with Rope Handle	4
107.	Outrigger Pad Holder, 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	4
	Bolted under the 1st. & 2nd. vertical compartments, side by side, on streetside & curbside	
108.	Pendulum Retainers For Outrigger Pad Holders	4
109.	Outrigger Control Guards, Underhung Tailshelf Mount (Altec Preferred)	1
110.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1
111.	Mud Flaps without Altec Logo (Pair)	1
112.	5 LB Fire Extinguisher with Light Duty Bracket Shipped Loose (Amerex #B402T)	1
113.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1
114.	Triangular Reflector Kit (Contains 3 Reflectors) Shipped Loose	1
115.	Slope Indicator Assembly for Machine with Outrigger	1
116.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1
117.	Vise, Utility, 6.5 Jaw with 5.5 Opening Pipe Jaws with Replaceable Jaws and Swivel Base (Wilton #11128)	1
118.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate	1
	Installed on curbside rear corner of tailshelf.	
<b><u>Electrical Accessories</u></b>		
119.	Compartment Lights Wired To Dash Mounted Master Switch	1
120.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1
121.	Strobe Beacon, Amber, LED, With Brush Guard (Tecniq #K10-AAAD-1), Class II (Permit May Be Required)	2
	Installed on top of cab guard at rear corners, (1) each side, with switch and indicator light on panel. Strobes to be visible from front & rear of the vehicle.	
122.	Strobe Lighting, Amber, LED, Two (2) Surface Mounted Lights In Front Grille, Class II (Permit May Be Required)	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
123.	4-Corner Strobes, Amber, LED, Two (2) Round Lights In Front Corners Of Cab Guard, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1
124.	Post Mounted Spot Light, LED, 6" DIA, With Chrome Housing, CS (Unity)	1
125.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1
126.	Altec Standard Multi-Point Grounding System	5
127.	PTO Hour Meter, Digital, With 10 000 Hour Display	1
128.	Relocate Trailer Receptacle Supplied With Chassis	1
129.	Trailer Receptacle, 7-Way (Pin Type) Installed At Rear	1
130.	Trailer Brake Controller, Electric (Tekonsha Voyager #9030)	1
131.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1
132.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) Installed on bottom of curbside 1st vertical compartment.	1
133.	Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab	1
134.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure Installed on compartment front wall, curbside and streetside. Wired to inverter.	2
135.	120 Volt Non-GFCI Receptacle Includes Weather-Resistant Enclosure Requires at least 1 GFCI Receptacle Installed on front body panels, one each side for pole lights.	2
136.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Receptacles	1
137.	Pre-Wire Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1
138.	Install Secondary Stowage and Remote Start/Stop System in Final Assembly	1
139.	Install Altec Telematics Control Unit (TCU) (Verizon), Includes In Cab Antenna	1
140.	Additional Electrical Accessory Whelen Pioneer PFP 2AP1 Series 14k Lumens Pole lights with stanchions. Mounted on front body panels, one each side.	2

**Finishing Details**

141.	Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1
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<u>Item</u>	<u>Description</u>	<u>Qty</u>
142.	Finish Paint Option 1  Body, Body interior, Tailshelf, Rear & Side Cable Steps, Outrigger Pad Holders, painted RED (to match IH Code 2303).  Curbside & Streetside Top Boxes, painted Altec White.  Bumper Winch, Cab Guard and Cab Guard Supports painted Altec White.  Pintle hook assy. and ICC Bumper painted red, IH Code 2303.	1
143.	Powder Coat Unit Altec White	1
144.	Finish Paint Body Accessories Above Body Floor Altec White	1
145.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057  All walking surfaces and top of front bumper winch.	1
146.	Altec Greenfleet Decals	1
147.	Safety and Instructional Decals English	1
148.	Vehicle Height Placard Installed In Cab DEPS 002  Actual height + 3 inches.	1
149.	HVI-22 Hydraulic Oil Placard	1
150.	Dielectric Test Unit According to ANSI Requirements	1
151.	Stability Test Unit According to ANSI Requirements	1
152.	Focus Factory Build	1
153.	Delivery Of Completed Unit	1
154.	Inbound Freight	1
155.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1
156.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1
157.	Additional Finishing Detail  Paint Knuckle area and Lifting Eye Florescent Orange FLNA 20184	1
158.	JEMS LE Hybrid System Installation	1
159.	AN46E-OC FA Installation	1

**Hybrid**

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
160.	<p>JEMS LE</p> <p>A. JEMS LE will automatically shut off the engine to prevent vehicle idle if the integral safety interlocks are met: 1) Vehicle transmission is in park / neutral 2) Parking brake is satisfied (for chassis equipped with air-brakes) 3) JEMS Disconnect is not engaged. Interlocks will prevent the engine from automatically starting if the hood is open.</p> <p>B. Battery System: 8.8 kWhr, 100 Ah, 88 V lithium ion battery pack. JEMS battery pack includes a standard, internally integrated battery warming system. Pack installed inside a rugged, powder coat painted JEMS battery enclosure (JBE). Battery modules designed and tested to UN 38.3 including: a) Altitude Simulation b) Thermal Test c) Vibration d) Shock e) External Short Circuit</p> <p>C. Electric PTO: On demand electric power take-off allows for quiet operation of hydraulic equipment. Hydraulic power 17.8 kW continuous, 30.5 kW peak. Quiet, high efficiency, permanent magnet synchronous AC motor, 88 V, IP67 rated, 40 HP continuous, 52 HP peak. Electric motor is activated automatically when hydraulic power is demanded. Hydraulic power provided by variable displacement piston pump, rated for up to 4000 PSI.</p> <p>D. Accessory Support: Step-down DC to DC voltage converter for providing power to 12 V accessories. 3000 W, 214 A maximum output. Safety features include output isolation and thermal shutdown.</p> <p>E. Battery Management Controller: Connects to battery modules via an RS-485 interface. The BMC collects data from each battery module, aggregates the data, and makes charge / discharge / health decisions based on values such as minimum voltage, maximum temperature, etc.</p> <p>F. JEMS Indicator: An LED backlit in-cab JEMS indicator provides the operator information on JEMS battery state of charge (SOC) and system status.</p> <p>G. Charging Inlet: SAE J1772 charging inlet located street side between the front of the body and the back of the cab allows for Level 1 or 2 charging.</p> <p>H. Charger: 1500 W battery charger with active cooling, 19 A maximum DC output current, 88 V output voltage. IP66 rated enclosure. California Energy Commission (CEC) compliant. UL 1564 compliant.</p> <p>I. Chassis Battery Support: While in JEMS mode, the system monitors chassis battery voltage and supplements chassis battery loads. The engine may start if the chassis battery voltage drops below a pre-determined level.</p> <p>J. JEMS Disconnect: A yellow disconnect button will be installed on the vehicle to disable operation of the system for maintenance, testing, or first responders. While engaged, the disconnect prevents the system from charging or discharging.</p> <p>K. JEMS Connect Data Portal: Three-year subscription to JEMS Connect data portal for tracking data at both a fleet and asset specific level. Fleet managers can track near-real time information such as fuel, engine hour, and emissions savings. JEMS Connect can also be used to track utilization and plug-in data. JEMS Connect data is accessed via Altec Connect website.</p>	1
161.	ePTO installation on the outside of the chassis frame	1
162.	JEMS Battery Enclosure Installation: between back of cab and front of body bulkhead	1
163.	Engine-off AC: Patented engine-off air conditioning system delivers cold air directly through the factory vents. JEMS monitors the chassis fan and blower settings in order to automatically manage cabin temperatures.	1
164.	Engine-off heat: Coolant pump style engine-off heat system delivers warm air directly through the factory vents. JEMS monitors the chassis fan and blower settings in order to automatically manage cabin temperatures	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
165.	JEMS A/C Enclosure Installation: inside cargo area, front of bulkhead. Non-connector side louvers to have 2 of clearance. Connector side to have a wire guard and 4 of clearance from the guard.	1
166.	JEMS automatic anti-idle maximizes engine-off time by managing the chassis engine while in park / neutral at the jobsite. The vehicle will automatically start when the JEMS or chassis battery reaches a low, pre-determined level of charge.	1
167.	Mobile / Jobsite Charge: Optional opportunity charge system, step-up DC to DC voltage converter uses 12 V energy from the vehicle alternator to charge both the JEMS and chassis battery systems. Mobile / jobsite charging system engages automatically when the JEMS lithium battery or chassis battery reaches a pre-determined level at the jobsite or while the vehicle's engine is running. 3000 W, 214 amp maximum output. Safety features include output isolation and thermal shutdown.	1
168.	25ft Level 1, EVSE Style J1772 adapter for 110-120VAC, 15A, NEMA 5-15 For Plug-In Charging provided as a ship-loose item located in compartment	1

Chassis

169.	Attec Supplied Chassis	1
170.	Chassis	1
171.	2023 Model Year	1
172.	International HV607	1
173.	4x2	1
174.	120 Clear CA (Round To Next Whole Number)	1
175.	Regular Cab	1
176.	Low-Profile Hood	1
177.	Chassis Cab	1
178.	Dual Rear Wheel	1
179.	Set Back Axle	1
180.	Other Chassis Color Red, Code 2303.	1
181.	Chassis Wheelbase Length - 191 inch	1
182.	Cummins B6.7	1
183.	Diesel	1
184.	260 HP Engine Rating	1
185.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
186.	GVWR 46,000 LBS	1
187.	16,000 LBS Front GAWR	1
188.	Spring Suspension	1
189.	30,000 LBS Rear GAWR	1
190.	315/80R22.5 Front Tire	1
191.	315/80R22.5 Rear Tire	1
192.	Air Brakes	1
193.	Park Brake In Rear Wheels	1
194.	07BLW - International Exhaust (Right-Horizontal-Undercab-Vertical) (Cummins Engine Only) - Rear Wheel Drive Applications	1
195.	16XJV - International Dash Cutout for Switch Panel	1
196.	International - Automatic Climate Control (16ATC)	1
197.	International - Disallow Regen while in PTO mode (13WEV)	1
198.	International Heavy Duty Tail Light Wiring (08HAB)	1
199.	International Transmission Dipstick Tube Enters Curbside of Transmission (13WGH)	1
200.	International - Pre-Wire Chassis with Cab Pass-Thru (8HBE)	1
201.	EPA Emissions	1
202.	No Clean Idle Certification Required	1
203.	15SXJ - International 50 Gallon Fuel Tank Non-Polished (Under Cab Left Hand)	1
204.	15WCN - International 5 Gallon DEF Tank (Under Cab Left Hand)	1
205.	Front Frame Extensions	1
206.	Battery Under Cab Left Hand	1
207.	No Air Horn	1
208.	AM/FM Radio	1
209.	Bluetooth	1
210.	Air Conditioning	1
211.	Tilt Steering Wheel	1
212.	Single Alternator (300 amp Minimum)	1
	320 amp	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
213.	Block Heater	1
214.	Towing Package	1
215.	Trailer Air Brake Package	1
216.	Air Ride Drivers Seat	1
217.	Other Seat Options	1
	2-man passenger seat	

**Additional Pricing**

218.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
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**Miscellaneous**

219.	Engine Aftertreatment Extended Warranty, Cummins B6.7 Non-CARB Engine, 5 Years/150k Miles	1
220.	JEMS Connect: 12-months of access, from date of inservice, to JEMS Connect, which provides JEMS performance metrics and insights at both a fleet and asset level. JEMS Connect content is managed and delivered through your Altec Connect account. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty).	1

**Altec Industries, Inc.**

BY

Karen Barbini

**Notes:**

# **INCORPORATED VILLAGE OF FREEPORT**

## **INTER-DEPARTMENT CORRESPONDENCE**

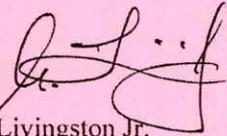
**Date:** July 15, 2022  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Fiber Optic Agreement with Freeport Union Free School District  
Lease of Dark Fiber from the Inc. Village of Freeport (Electric Department)

---

Attached is a contract for Freeport Union Free School District (School District) to lease dark fiber from the Village of Freeport (Electric Department). This agreement covers the lease to School District of certain fibers within the Electric Department's existing fiber optic communications links.

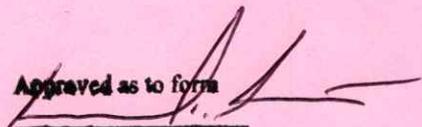
Under the terms of this agreement, the Village grants School District a lease of five Fiber Optic Strands of Dark (Unlit) fiber and sufficient Premise Boxes with patch panels to interconnect with School District's facilities for a term of five years starting May 1, 2022. School District shall pay the Village of Freeport (Electric Department) a monthly lease fee of \$2,100/month.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve the dark fiber lease to Freeport Union Free School District, 235 North Ocean Avenue, Freeport, NY 11520 for a cost of \$2,100/month from May 1, 2022 to April 30, 2027. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement.

  
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db  
Attachment

Cc Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Comptroller

  
Approved as to form

Village Attorney

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

**WHEREAS**, the Freeport Union Free School District, 235 North Ocean Avenue, Freeport, New York 11520, wishes to lease dark fiber from the Village of Freeport Electric Department existing fiber optic network; and

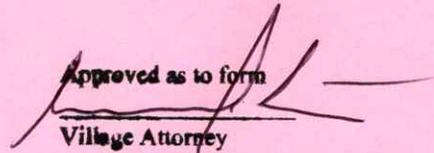
**WHEREAS**, under the terms of the agreement, the Village grants School District a lease of five Fiber Optic Strands of Dark (Unlit) fiber and sufficient Premises Boxes with patch panels to interconnect with School District's facilities; and

**WHEREAS**, the lease will run from May 1, 2022 through April 30, 2027 with a lease fee of \$2,100 per month; and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and is hereby authorized to enter into an agreement with Freeport Union Free School District for a lease for dark fiber running retroactively from May 1, 2022 through April 30, 2027 with a lease fee of \$2,100 per month.

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

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

**DIRECTIVE**

TO: Al Livingston, Jr., Superintendent of Electric Utilities April 20, 2017

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 17, 2017:

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

**WHEREAS**, the Freeport Union Free School District, 235 North Ocean Avenue, Freeport, New York 11520, wishes to lease dark fiber from the Village of Freeport Electric Department existing fiber optic network; and

**WHEREAS**, under the terms of the agreement, the Village grants School District a lease of five Fiber Optic Strands of Dark (Unlit) fiber and sufficient Premises Boxes with patch panels to interconnect with School District's facilities; and

**WHEREAS**, the lease will run from May 1, 2017 through April 30, 2022 with a lease fee of \$2,100 per month; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be and is hereby authorized to enter into an agreement with Freeport Union Free School District for a lease for dark fiber running retroactively from May 1, 2017 through April 30, 2022 with a lease fee of \$2,100 per month.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Piñeyro	Excused
Trustee Ellerbe	Not Present
Trustee Mulé	In Favor
Mayor Kennedy	In Favor

Copy to:

<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing
<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Electric Utili.	<input type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> Rec. Center
<input type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Personnel	<input type="checkbox"/> Deputy Treasurer
<input type="checkbox"/> Claims Examiner	<input type="checkbox"/> Police Dept.	<input type="checkbox"/> Deputy Village Clerk
<input type="checkbox"/> Comm. Dev.	<input type="checkbox"/> Publicity	
<input checked="" type="checkbox"/> Comptroller	<input type="checkbox"/> Public Works	

**FIBER OPTIC AGREEMENT**

**BY AND BETWEEN**

**INC. VILLAGE OF FREEPORT  
(FREEPORT ELECTRIC)**

**AND THE**

**FREEPORT UNION FREE SCHOOL DISTRICT**

**MAY 1, 2022 – APRIL 30, 2027**

**THIS INTERGOVERNMENTAL FIBER OPTIC AGREEMENT**, made as of the 1<sup>st</sup> day of May, 2022, by and between the Village of Freeport, a New York Municipality (“Village”), and the Freeport Union Free School District (“School District”) (jointly Village and School District, “Parties”) pursuant to Article 5-G of the General Municipal Law.

**WITNESSETH,**

**THAT:**

**WHEREAS**, the Village’s Electric Utility (Freeport Electric or FE) owns an existing fiber optic communications link and can reduce the cost of operating existing communications links or establishing new communications links by entering into this Agreement with the School District;

**WHEREAS**, the School District desires to utilize some of the fiber in FE’s existing fiber optic communications links;

**WHEREAS**, in the interests of public convenience and environmental efficiency the Parties believe that it is prudent for the School District to utilize space in an existing facility rather than to install additional facilities in the public rights of way;

**WHEREAS**, to implement the above recitals, the School District has agreed to lease certain fibers within FE’s existing fiber optic communications links, in accordance with the terms and conditions of this Agreement; and

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

1. **DEFINITIONS.** The terms defined in this Section shall, for all purposes of this Agreement, have the meanings specified below.

“Fiber Optic Strand” shall mean one single mode fiber.

“School District Fibers” shall mean the Fiber Optic Strands that are used by the School District in the conduct of its telecommunications business pursuant to this Agreement and as described in Section 2. School District Fibers shall not include interface equipment, which shall be provided solely by the School District, except for the Premise Box/demarcation patch panel.

“Agreement” shall mean this Agreement, as amended or supplemented from time to time.

“Premise Box” shall mean an enclosed demarcation patch panel used to transition from Village owned fiber to Customer owned fiber.

“Village Fibers” shall mean any Fiber Optic Strand that is, as applicable, used and/or owned by FE.

2. **SCOPE OF AGREEMENT.** The School District, under the terms of this Agreement shall lease from FE, five “Dark” Fiber Optic Strands for a term of five (5) years and sufficient Premise Boxes/demarcation patch panels to interconnect with the Fiber Optic Strands. The Fiber Optic Strands will be supplied to each school location as five (5) fiber strands in and five (5) fiber strands

out with a patch panel connection at each location. The School District agrees that use of the Fiber Optic Strands and Premise Boxes/demarcation patch panels will be subject to the imposition by FE of such restrictions and conditions as are, in FE's sole judgment necessary to ensure the safety, reliability and operating efficiency of FE's electric utility or telecommunications operations. Further, FE shall be under no obligation to establish additional Fiber Optic Strands unless FE, in its sole discretion, believes such installation to be in its own best interests. Nothing in this Agreement shall be construed in any way to indicate, state or mean that the School District owns the Fiber Optic Strands or Premise Boxes/demarcation patch panels.

3. **PAYMENTS.** The School District shall compensate FE for its use of School District Fibers and the Premise Box/demarcation patch panels, in accordance with the following terms and conditions:

- a. The School District shall pay FE \$2,100 per month for the use of the fibers. Payments are payable on the 15<sup>th</sup> of each month. The monthly payment will include maintenance of all fiber strands connecting School District facilities. FE is not responsible for fibers not installed by FE.

4. **EQUIPMENT.** Unless the Parties otherwise agree, the School District will be responsible for supplying, installing, and maintaining their own interface equipment and connections to FE's Premise Box/demarcation patch panel. School District shall install and maintain any and all additions, including interfaces, and detailed technical specifications and method of connection for all new school additions shall be submitted in writing by School District to FE for FE's review and written approval not less than 14 days prior to the date School District wishes to connect to the Fiber Optic Line. Such approval by FE shall not be unreasonably delayed or withheld. The School District shall also make available to FE a location five (5) feet by five (5) feet by eight (8) feet in each facility, where FE can install connection and demarcation equipment to ensure the effective operation

of the Fiber Optic Strands. This area must be secure and accessible at all times. Further, the School District shall provide FE with a drawing showing the interconnectivity of all premises (schools) and the routing topology to be utilized (i.e. Star, Radial, Loop, etc.).

5. **OUTAGES.** FE will notify the School District in advance regarding any planned outages. In an emergency situation, or otherwise, FE will restore electric customers first and then telecommunications customers. FE will make a reasonable effort to notify the School District regarding outage durations.

6. **NO REPRESENTATIONS.** FE will perform initial tests to ensure that School District Fibers and the School District's connections are functioning. Nonetheless, FE makes no representation or warranty whatsoever concerning the suitability of FE's Fibers, School District Fibers or the Premise Box/demarcation patch panel for the purposes intended by the School District. The School District further acknowledges that neither Village nor any of Village's officers, employees or agents have made, nor is School District entering into the Agreement in reliance upon, such representations.

7. **REGULATORY APPROVALS.** The Parties agree to exert their reasonable best efforts to obtain all regulatory approvals and, in furtherance thereof, to modify or amend this Agreement in such particulars as may be reasonably required to obtain such approvals or eliminate the need for such approvals. In the event that the Parties are unable to agree upon an appropriate modification or amendment to this Agreement needed to obtain a regulatory approval, the Parties may terminate this Agreement.

8. **RELOCATION.** This Agreement is subject to the right of FE, without liability to the School District or its telecommunications customers, to relocate, modify the geographic routing of certain portions of, or all of, the Fiber Optic Line, including School District Fiber, or increase the fiber count capacity contained therein or to remove, replace or change the location of any or all of its facilities, including the Premise Box/demarcation patch panel in such a manner as will best enable FE, in its sole discretion, to fulfill its electronic and utility service requirements. In any such case, the School District shall not bear the costs of relocating the facilities. Nonetheless, in the event that any such relocation is necessitated by the lawful requirements of governmental authorities, the Parties shall share on a pro-rata basis in the costs of restoring the continuity of the facilities. Where practical, FE will provide the School District with advance notice of any such changes, and will coordinate such changes with the School District.

If the School District requests that the Premise Box/demarcation patch panel be relocated, such relocation shall be subject to the approval of FE and, if approved, the School District shall pay FE for all labor and material costs associated with the relocation. The School District is responsible for any damage done to the Premise Box/patch panel. If the Premise Box/patch panel requires replacement as a result of said damage, the School District will reimburse FE for all labor and material costs associated with the replacement.

9. **LIMITATION OF LIABILITY.**

9.1 In performing the maintenance and other services hereunder, FE will exercise due care to assure that maintenance is performed in a workmanlike manner, meets the standards and specifications set forth in the applicable request with respect to such services, and complies with applicable standards of law and regulation. However, failure to meet these obligations shall in no event subject FE to any claims or liabilities other than to reform the Services so that they fully comply with the request or

standard, as the case may be. FE makes no other warranty with respect to its performance of the services and the School District agrees to accept such services without further warranty of any nature.

9.2 Each Party hereto shall indemnify and agree to save, hold harmless and defend the other Party from the payment of any sum or sums of money on account of, or resulting from, claims or suits growing out of (i) injuries to or the death of any person, (ii) damage to or loss of any property, and/or (iii) other damages in any way attributable to or arising out of the performance or nonperformance of any acts or omissions associated either directly or indirectly with this Agreement, if the same results from the claimed or actual negligence or breach of warranty of, or willful conduct by, such Party or its employees, agents or subcontractors, or any combination thereof.

9.3 The terms of this limitation of liability and indemnity shall survive the termination of this Agreement.

10. **FORCE MAJEURE.** Each Party shall not be liable to the other for damages caused by its failure to fulfill its obligations under this Agreement due to, occasioned by or in consequences of, any of the following causes or contingencies beyond their reasonable control: Acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, backwaters caused by floods, lightning, earthquakes, landslides, washouts or other similar acts of nature, accidents, fires, cable cuts caused by third parties, explosions, strikes, lockouts, differences with workmen and other labor disturbances, vandalism, sabotage, riots, inability to secure materials, supplies or equipment, breakage or failure of electrical license or equipment, wars, insurrections, blockades, acts of the public enemy, civil disturbances, acts or restrictions of federal, state or other governmental authorities, and any other

causes or contingencies not within the control of such Party, whether of the kind herein enumerated or otherwise. Such causes or contingencies affecting performance shall not relieve such Party of liability in the event of its failure to use reasonable means to remedy the situation or remove the cause with reasonable dispatch. Further, such causes or contingencies shall not relieve the School District of its obligation to pay all fees and sums owed pursuant to this Agreement.

11. **TERM OF AGREEMENT AND TERMINATION.** Unless sooner terminated pursuant to the terms of this Agreement or by Agreement of the Parties, this Agreement shall have a term of five (5) years starting May 1, 2022, but in no event shall the term of this Agreement exceed the useful life of Village or School District Fiber, as reasonably determined by the Parties. School District maintains the right to terminate the Agreement upon ninety (90) days prior written notice on each anniversary of the signature date of this Agreement.

12. **TERMINATION.** Upon termination of this Agreement by the expiration of the term hereof or otherwise, School District shall peaceably quit and surrender the Fiber Optic Line and Premise Boxes/demarcation patch panels to FE in good order and condition.

13. **ASSIGNMENT.** The School District shall not assign, transfer or sublet any of the privileges described in this Agreement.

14. **NOTICES.** All notices and documentation given under this Agreement shall be in writing and shall be sent to the following address:

Village  
Al Livingston Jr.  
Superintendent of Electric Utilities

Freeport Electric  
46 North Ocean Avenue  
Freeport, N.Y. 11520

School District

Mr. Kishore Kuncham, Ed. D.  
Superintendent  
Freeport Union Free School District  
Administration Building  
235 North Ocean Avenue  
Freeport, N.Y. 11520

or such addresses as the Parties shall designate to each other in writing.

15. **MISCELLANEOUS PROVISIONS.**

Governing Law/Interpretation. This Agreement shall be construed in accordance with, and its performance shall be governed by, applicable laws in effect in the State of New York including local laws and ordinances.

Execution. This Agreement may be executed in multiple counterparts each of which so executed shall be deemed to be an original.

Modifications of Agreement. This written Agreement constitutes the entire Agreement between the Parties respecting the subject matter herein. Any modifications to this Agreement shall be made in writing.

Invalidity. If any provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction thereof, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein.

No Broker. The Parties confirm that no broker was involved in this transaction.

No Independent Contractors. The Parties are independent contractors. The Agreement should not be construed as in any way making the Parties joint venturers, partners or in any way undertaking a related or similar relationship.

Headings. Headings used in this Agreement are inserted only for the convenience of the Parties and shall not affect the interpretation or construction of this Agreement.

Survival of Obligations. All payment and indemnity obligations of the Parties under this Agreement shall survive the termination of this Agreement, until said obligations are satisfied.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effectuated as of the day and year first above written.

INC. VILLAGE OF FREEPORT  
(FREEPORT ELECTRIC)

FREEPORT UNION FREE SCHOOL  
DISTRICT

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

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

Printed: Robert T. Kennedy

Printed: Maria Jordan-Awalom

Title: Mayor, Inc. Village of Freeport

Title: President, Board of Education

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

Date: 7/5/22

**FREEPORT FIRE DEPT.**

**Raymond F. Maguire  
Executive Director**

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

**July 15, 2022**

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

**Re: Permission to use Village vehicle and trailer**

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We respectfully request permission to use a village vehicle and trailer for transporting "Jumbo" to the NY State Championship Parade (see letter attached).

The parade is being hosted by the North Bellmore Fire Dept on August 21, 2022

On behalf of the Freeport Exempt Firemen's Association, we thank you for your consideration.

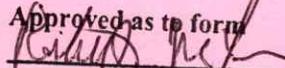
If you have any questions, or need additional information, please feel free to contact me.

Sincerely,



Raymond F. Maguire  
Executive Director

*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 mission of the Freeport Exempt Fireman's Association is to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to learn about the history of the Freeport Fire Department, by maintaining the history of the Freeport Fire Department, restoring, maintaining, and displaying "Jumbo", Freeport's oldest fire truck; and

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

**WHEREAS**, the Freeport Exempt Fireman's Association requires the use of a Village tow vehicle as in past procedure to transport "Jumbo" to the following muster site for show and judging competitions:

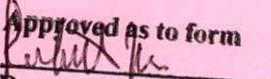
NY State Championship Parade (see letter attached)  
Hosted by the North Bellmore Fire Dept  
On Sunday, August 21, 2022  
Starting at 1pm  
North Bellmore, New York 11710

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

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

The Clerk polled the Board at follows:

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

Approved as to form  
  
Deputy Village Attorney



# North Bellmore Fire Department

OFFICE OF THE CHIEF  
821 NEWBRIDGE ROAD • NORTH BELLMORE, NY 11710  
(516) 409-4720 • FAX (516) 409-4727

ARTHUR WHITE, III  
CHIEF

NICHOLAS ZAHARIS  
1ST ASST.

KAITLYN BAZAREWSKI  
2ND ASST.

JOSEPH CAPUANO  
3RD ASST.

July 7, 2022

Chief of Department  
Freeport Fire Department  
15 Broadway  
Freeport NY 11520

Dear Chief,

On Sunday August 21, 2022, the North Bellmore Fire Department will be hosting the New York State Parade starting at 1pm. At this time, I am requesting the use of your Department Antique to lead a division in the State Parade. Later this month or the beginning of August. I will send you another letter advising what division your antique will be leading and the staging area for the parade.

If you have any questions or concerns, please contact me, at 516-993-2524, or our Parade Chairman, Eric Thiesen, at 516-369-0528. Thank you in advance for your consideration.

Respectfully Yours,

Arthur White III  
Chief of Department

RICHARD LOGUERCIO  
TREASURER

ERIC THIESEN  
CORR. SECRETARY



BRIAN FINE  
REC. SECRETARY

JOSEPH CORCORAN  
SGT-AT-ARMS

**FREEPORT FIRE DEPT.**

**Raymond F. Maguire  
Executive Director**

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

**July 15, 2022**

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

**Re: Permission to purchase 2 - 15 Passenger Vans**

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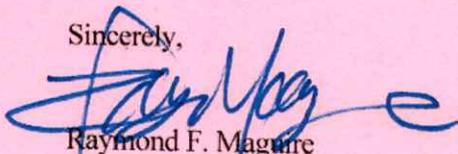
The Freeport Fire Department is currently using a 1997 Ford 30 passenger bus. It has exceeded its useful life at 25 years old. As you know, this bus has been used extensively for many different Fire Department events. It has also been used for the summer program at the Recreation Center. We had put forth a plan to replace this bus with two 15 passenger Ford XLT Mid Roof vans. We feel that two 15 passenger vans will maintain the transportation capability while affording safer more flexible options. On February 22, 2021 you approved a Board Resolution to purchase the vans predicated on the execution of an agreement with New York State for Grant Funding.

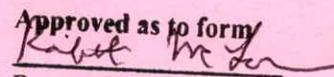
With your assistance we were able to secure a NY State Grant for \$ 250,000.00. The grant was approved on August 26, 2021. (See attached executed SAM Grant Contract). \$ 110,000.00 of this grant was earmarked for two Ford Transit Vans (See page 4 of the attached State Application). Unfortunately, due to COVID, we have not been able to initiate an order for the vans until now. They simply were not producing them because of the "chip shortage". We had been in close contact with Ford Motor Co. since early 2020 and were recently advised that they are now taking orders on the vans. Our Purchasing Agent put out a "Mini Bid through NY SOGS. The bids came back on July 7, 2022 (see attached Bid # 23166). Hempstead Lincoln Mercury dba Hempstead Ford 301 No Franklin St, Hempstead, NY 11550 was the lowest responsible bidder.

Their Bid was \$ 56,584.53 each for a total of \$ 113,169.06. This will be for the vans only. We will have to put lights, radios and lettering on them. Due to the urgency of getting the order in, we are respectfully requesting the following:

- 1) Permission to purchase the two vans for a total of \$ 113,169.06. The grant will cover \$ 110,000.00. We are asking that the balance of \$ 3,169.06 be funded from A341004 540100. If we order them now, they are anticipating a delivery of January 2023.
- 2) Permission to establish a budget of what will be needed to properly outfit the vans. We will review that recommendation with you for your review and approval. We will then identify what funding stream would best be utilized to finalize the purchase.

Sincerely,

  
Raymond F. Maguire  
Executive Director

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on February 22, 2021, the Board awarded the contract for the purchase of two 2021 Ford 15 Passenger Transit Vans to Hempstead Lincoln Mercury Motors Corp. 301 North Franklin Street, Hempstead, New York 11550 for the price of \$38,222.70 per vehicle, conditioned upon receipt of a fully executed agreement from the State of New York for grant funding in the amount of \$110,000.00; and

**WHEREAS**, on August 26, 2021, a New York State SAM Grant was approved in the amount of \$250,000.00, \$110,000.00 of which was earmarked for the purchase of these vans; and

**WHEREAS**, due to COVID and the chip shortage, the vans have not been produced, and the Department has not been able to order the vans until now; and

**WHEREAS**, due to the time that has passed and inability to order the vans until now, the bids were re-solicited via the New York State Department of General Services Mini-Bid #23166; and

**WHEREAS**, the lowest responsible bidder was Hempstead Lincoln Mercury dba Hempstead Ford, 301 No Franklin St, Hempstead, NY 11550, in the amount of \$56,584.53 per vehicle, for a total cost of \$ 113,169.06; and

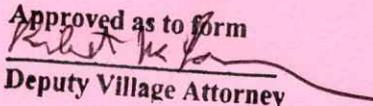
**WHEREAS**, this purchase will be funded by the proceeds from the SAM grant in the amount of \$110,000.00 with the balance of \$3,169.06 to be charged to account A341004 540100; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Fire Department, the Board of Trustees approve the purchase of 2 (two) 15 passenger Ford XLT Mid Roof vans from Hempstead Lincoln Mercury dba Hempstead Ford, 301 No Franklin St, Hempstead, NY 11550, in the amount of \$ 56,584.53 per vehicle, for a total of \$ 113,169.06; and

**FUTHER BE IT RESOLVED**, that the Fire Department will provide a separate memo to the Board at a later date requesting funding for the additional purchases needed to properly outfit the vans with lights, radios, and lettering.

The Clerk polled the Board:

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

Approved as to form  
  
Deputy Village Attorney

1379 OGS Solicitation 23166: Vehicles, Class 1-8

# Visit XLT Mid Roof 15 Passenger Van - Freeport Fire Department

12:00 PM

Home > Pricing sheets > Questionnaires > Question & Answer > Offers/Applications > Compare & Select



Specifications Pricing Sheet Pre-Existing Vehicles Pricing Sheet

Model & Trim Level Total Number of Vehicles

Pricing sheet	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
Vehicles Built to Specifications Pricing Sheet	2023	FORD	TRANSIT MID ROOF XLT 15 PASSENGER VAN	\$56,584.53	2	\$113,169.06
Vehicles Built to Specifications Pricing Sheet	2023	FORD	TRANSIT MR XLT WAGON	\$56,888.03	2	\$113,776.06

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

**DIRECTIVE**

TO: Raymond F. Maguire, Executive Director FFD February 24, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 22, 2021:

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

**WHEREAS**, the Freeport Fire Department has need for two 2021 Ford 15 Passenger Transit Vans including emergency lights, radios, sirens, emergency equipment and accessories to replace the 2003 Ford E550 Bus; and

**WHEREAS**, the bids for the vehicles were solicited via the New York State Department of General Services Mini-Bid #23166; and

**WHEREAS**, Hempstead Lincoln Mercury Motors Corp. 301 North Franklin Street, Hempstead, New York 11550 holds the New York State OGS Contract in the amount of \$38,222.70 each, for a total of \$76,445.40; and

**WHEREAS**, there will be \$33,554.60 left in funding allocated for this purchase which the Fire Department requests permission to purchase emergency lights, radios, sirens, emergency equipment and accessories, following Village of Freeport procurement policy guidelines; and

**WHEREAS**, the funding will come from a bond resolution in the amount of \$660,000 approved by the Board of Trustees on February 3, 2020 and is reimbursable through a New York State and Municipal Facility Program ("SAM") Grant received; and

**WHEREAS**, this purchase is not to move forward until a fully executed agreement is received from the State of New York; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the the Executive Director of the Freeport Fire Department, the Board of Trustees award the contract for the purchase of two 2021 Ford 15 Passenger Transit Vans to Hempstead Lincoln Mercury Motors Corp. 301 North Franklin Street, Hempstead, New York 11550 for the price of \$38,222.70 per vehicle, only upon receipt of a fully executed agreement from the State of New York; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees grant permission to purchase emergency lights, radios, sirens, emergency equipment and accessories, following Village of Freeport procurement policy guidelines for a not to exceed amount of \$33,554.60.

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

The Clerk polled the Board as follows:

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

---

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u>    </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u>    </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	



**VILLAGE OF FREEPORT**  
**Department of Public Works**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-3209 FAX (516) 378-0482

**ROBERT T. KENNEDY**  
Mayor

**NORA E. SUDARS**  
Grant Administrator  
nsudars@freeportny.gov

January 31, 2020

Joanie Omeste, External Relations Associate  
Office of Senator John E. Brooks  
5550 Merrick Road  
Massapequa, New York 11758

Re: Village of Freeport - Municipal Facilities Program

Dear Ms. Omeste:

Enclosed please find two (2) completed preliminary applications for the above captioned program. The Village of Freeport is requesting financial assistance to purchase vehicles and equipment for the Freeport Fire Department and the Freeport Police Department.

If you need any additional information or have any questions concerning any of the enclosed, please feel free to contact me at (516) 377-3209.

Thank you.

Very truly yours,

Nora E. Sudars  
Grants Administrator

STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM (SAM) PRELIMINARY APPLICATION	
<b>SECTION 1: GENERAL INFORMATION</b>	
<b>A. Project Name:</b> Freeport Fire Dept. Vehicles and Equipment	
<b>Project Location:</b> Village of Freeport	
<b>B. Organization / Grantee:</b>	
<b>Legally Incorporated Name:</b> Inc. Village of Freeport	
<b>Street (not P.O. Box):</b> 46 N. Ocean Avenue	
<b>City:</b> Freeport <b>Zip:</b> 11520 <b>County:</b> Nassau County	
<b>Phone:</b> 516-377-3209 <b>Ext:</b> <b>Fax:</b> 516-378-0482 <b>E-mail:</b> nsudars@freeportny.gov	
<b>Contact Name &amp; Title:</b> Nora E. Sudars, Grants Administrator	
<b>Federal Taxpayer I.D./Charity Reg.# (Non-profits Only):</b> 11-60002111	
<b>1. Type of Organization:</b>	
<input type="checkbox"/> Business Corporation	<input type="checkbox"/> Public School District
<input type="checkbox"/> State	<input type="checkbox"/> Public Housing Authority
<input checked="" type="checkbox"/> Municipal Corporation	<input type="checkbox"/> Public Library or Library System
<input type="checkbox"/> Water District	<input type="checkbox"/> Fire District / Commission / Department / Volunteer Rescue & Ambulance Squad
<input type="checkbox"/> University / Educational Organization (SUNY, Community College, Private)	<input type="checkbox"/> Public Park Conservancy or Not-for-Profit Investment in Parks
<input type="checkbox"/> Sewer District	<input type="checkbox"/> Other
<input type="checkbox"/> Metropolitan Transportation Authority	
<b>2.</b>	
a) Is the organization currently seeking or receiving any other New York State assistance for this project?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
b) Is the SAM Grant a match to receiving the Other New York State Assistance?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.	
<b>SECTION 2: PROJECT DESCRIPTION</b>	
<b>Project Description and Amount</b>	
1. Please attach a separate sheet with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant.	
2. Project Start Date: <u>June 1, 2020</u> Anticipated Date of Project Completion: <u>May 31, 2021</u>	
3. Please list the anticipated amount of funding to be received from the SAM Program for this project. <u>\$ 250,000.</u>	

4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<u>If Yes</u> , please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity.	
5. Does the Applicant own the site where the project will be located?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<u>If No</u> , please attach a separate sheet describing the control the Applicant has over the Project site.	
6. Does the applicant plan to occupy 100% of the project facility?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<u>If No</u> , attach a schedule explaining the planned occupancy.	
7. If an organization other than the Grantee will have an interest in the equipment or real property purchased with Grant funds, please attach a separate sheet describing the legal relationship between the Grantee and the organization.	
8. Does the project require environmental or other regulatory permits? <u>If Yes</u> , please specify type:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Have they been secured?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA
<u>If No</u> , please specify why:	
9. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)? Please see attached Board of Trustees resolution	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
<u>If Yes</u> , please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.	
<b>SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING</b>	
1. Has the applicant previously received financing from the sale of tax-exempt bonds?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<u>If Yes</u> , attach a schedule describing the details of such financing.	
2. Does the applicant anticipate applying for financing for <del>this project</del> from the sale of other bonds?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<u>If Yes</u> , attach a schedule showing details of such disbursements (date, purpose, payee, etc.).	
4. Will the Grantee be utilizing internal labor for any portion of the project?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<u>If Yes</u> , attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will <u>not</u> be reimbursed from SAM Grant proceeds.	

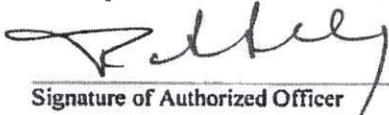
**SECTION 4: PROJECT BUDGET**

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<u>USE OF FUNDS</u>	<u>SOURCES</u>						<u>TOTAL</u>
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
Purchase 11 Imaging Cameras	DASNY	\$48,000.					\$48,000.
Purchase 2 15 seat passenger vans	DASNY	\$110,000.					\$110,000.
Purchase 6 portable radios	DASNY	\$32,000.					\$32,000.
Purchase Incident Command Vehicle	DASNY	\$60,000.					\$60,000.
<b>Total:</b>		\$250,000.					\$250,000.

I hereby certify that the information in this Preliminary Application is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

  
 \_\_\_\_\_  
 Signature of Authorized Officer

1/29/2020  
 \_\_\_\_\_  
 Date

Robert T. Kennedy  
 \_\_\_\_\_  
 Print Name  
 Mayor  
 \_\_\_\_\_  
 Title

## Description of Project

The purchase of the following for Village of Freeport Fire Department use:

Five (5) thermal imaging cameras for IC and IR vehicles	\$ 30,000.00
Six (6) thermal imaging cameras for engines	\$ 18,000.00
Two (2) 15 seat passenger vans	\$110,000.00
Six (6) portable radios	\$ 32,000.00
One (1) Incident Command Vehicle	\$ 60,000.00

**DIRECTIVE**

TO:           Howard E. Colton, Village Attorney           December 19, 2019

FROM:        Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 16, 2019:

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

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

**WHEREAS**, the proposed action is the submission of a preliminary application under the State and Municipal Facilities Program for the amount of \$190,000.00 for the purchase of five (5) thermal imagining cameras for IC and IR vehicles, six (6) thermal imagining cameras for engines, two (2) fifteen passenger vans, and six (6) portable radios for use by the Freeport Fire Department; and,

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1.     The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2.     The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3.     The proposed action will not encourage or attract a large number of people.
4.     The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5.     The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

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

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Recreation Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Deputy Treasurer
<u>    </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Deputy Village Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u>    </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

**DIRECTIVE**

TO:           Howard E. Colton, Village Attorney           January 28, 2020  
FROM:        Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 27, 2020:

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

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

**WHEREAS**, the proposed action is the purchase of vehicles; and,

**NOW THEREFORE BE IT RESOLVED**, the Board of Trustees of the Incorporated Village of Freeport determines that the proposed action is a Type II action under CRR Title 6 Chapter VI Part 617.5 of the State Environmental Quality Review, and no further review is required.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Piñeyro	In Favor
Trustee Ellerbe	In Favor
Trustee Squeri	Excused
Mayor Kennedy	In Favor

cc:

---

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Electric Utilities	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Recreation Center
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Deputy Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Deputy Village Clerk
<input checked="" type="checkbox"/> Claims Examiner	<input checked="" type="checkbox"/> Publicity	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> Comptroller	<input checked="" type="checkbox"/> Public Works	

Incorporated Village of Freeport, New York

Notes to Financial Statements (Continued)  
February 28, 2019

**Note 3 - Detailed Notes on All Funds (Continued)**

**E. Accrued Liabilities**

Accrued liabilities at February 28, 2019 were as follows:

	Governmental Activities	Business- Type Activities	Total
Payroll and employee benefits	\$ 645,179	\$ 31,570	\$ 676,749

**F. Short-Term Capital Borrowings**

The schedule below details the changes in short-term capital borrowings:

Purpose	Original Issue Date	Maturity Date	Interest rate	Balance March 1, 2018	New Issues	Redemptions	Balance February 28, 2019
<b>Governmental Funds</b>							
Various public improvements	2/26/2019	5/01/2019	2.50 %	\$ 875,000	\$ 3,180,000	\$ 875,000	\$ 3,180,000
Various public improvements	5/01/2018	5/01/2019	2.75	2,980,000	4,592,500	2,980,000	4,592,500
Total				<u>\$ 3,855,000</u>	<u>\$ 7,772,500</u>	<u>\$ 3,855,000</u>	<u>\$ 7,772,500</u>
<b>Business-type Activities - Water Fund</b>							
Various public improvements	2/26/2019	5/01/2019	2.50 %	\$ -	\$ 135,000	\$ -	\$ 135,000
Various public improvements	5/01/2018	5/01/2019	2.75	1,100,000	-	-	1,100,000
				<u>\$ 1,100,000</u>	<u>\$ 135,000</u>	<u>\$ -</u>	<u>\$ 1,235,000</u>
<b>Business-type Activities - Electric Fund</b>							
Various public improvements	2/26/2019	5/01/2019	2.50	\$ -	\$ 150,000	\$ -	\$ 150,000

Liabilities for bond anticipation notes are generally accounted for in the Capital Projects Fund. Bond anticipation notes issued for judgments or settled claims are recorded in the fund paying the claim. Principal payments on bond anticipation notes must be made annually. State law requires that bond anticipation notes issued for capital purposes or judgments be converted to long-term obligations generally within five years after the original issue date.

Interest expenditures/expense of \$58,479 were recorded in the fund financial statements in the General Fund and in the government-wide financial statements for governmental activities. Interest expense of \$28,936 and was recorded in the Water Fund and in the government-wide financial statements for business-type activities.

Incorporated Village of Freeport, New York

Notes to Financial Statements (Continued)  
February 28, 2019

**Note 3 - Detailed Notes on All Funds (Continued)**

**G. Long-Term Liabilities**

The following table summarizes changes in the Village's long-term indebtedness for the year ended February 28, 2019:

	Balance, as Reported March 1, 2018	Cumulative Effect of Change in Accounting Principle *	Balance March 1, 2018, as Restated	New Issues/ Additions	Maturities and/or Payments	Balance February 28, 2019	Due Within One-Year
<b>Governmental Activities:</b>							
General obligation bonds payable:							
Capital Construction	\$ 35,442,225	\$ -	\$ 35,442,225	\$ -	\$ 5,763,249	\$ 29,678,976	\$ 4,081,387
Judgments and Claims	5,895,000	-	5,895,000	-	289,114	5,605,886	362,990
	41,337,225	-	41,337,225	-	6,052,363	35,284,862	4,444,377
Unamortized premium on bonds	1,622,365	-	1,622,365	-	172,038	1,450,327	-
	42,959,590	-	42,959,590	-	6,224,401	36,735,189	4,444,377
Bond anticipation notes payable	1,680,000	-	1,680,000	2,690,000	1,680,000	2,690,000	2,690,000
Claims payable	7,765,343	-	7,765,343	1,208,438	2,528,460	6,445,321	644,000
Tax certiorari payable	1,253,067	-	1,253,067	404,552	1,253,067	404,552	89,291
Compensated absences	22,124,382	-	22,124,382	2,272,715	2,212,000	22,185,097	2,218,000
Pension obligations	3,906,786	-	3,906,786	-	618,064	3,290,722	637,099
Net pension liability	11,535,247	-	11,535,247	-	6,338,524	5,196,723	-
Total pension liability - Length of service award program	11,356,932	-	11,356,932	-	472,053	10,884,879	-
Other post employment benefit obligations payable	58,014,298	64,126,399	122,140,697	4,026,752	3,820,905	122,346,544	-
<b>Governmental Activities Long-Term Liabilities</b>	<b>\$ 160,595,645</b>	<b>\$ 64,126,399</b>	<b>\$ 224,722,044</b>	<b>\$ 10,602,457</b>	<b>\$ 25,145,474</b>	<b>\$ 210,179,027</b>	<b>\$ 10,702,767</b>
<b>Business-Type Activities:</b>							
Bonds payable	\$ 53,658,278	\$ -	\$ 53,658,278	\$ -	\$ 5,053,136	\$ 48,605,142	\$ 3,785,623
Unamortized premium on bonds	2,564,229	-	2,564,229	-	206,110	2,358,119	-
	56,222,507	-	56,222,507	-	5,259,246	50,963,261	3,785,623
Compensated absences	3,296,829	-	3,296,829	343,776	329,000	3,311,605	331,000
Pension obligations	1,369,800	-	1,369,800	-	224,270	1,145,530	232,094
Net pension liability	3,120,541	-	3,120,541	-	2,069,192	1,051,349	-
Other post employment benefit obligations payable	17,243,011	23,718,014	40,961,025	723,009	1,199,435	40,484,599	-
<b>Business - Type Activities Long-Term Liabilities</b>	<b>\$ 81,252,688</b>	<b>\$ 23,718,014</b>	<b>\$ 104,970,702</b>	<b>\$ 1,066,785</b>	<b>\$ 9,081,143</b>	<b>\$ 96,956,344</b>	<b>\$ 4,348,717</b>

\*See Note 2C.

Each governmental fund's liability for compensated absences and claims payable are liquidated by the respective fund. The Village's indebtedness for general obligations bonds, bond anticipation notes, tax certiorari payable, pension obligations, net pension liability, total pension liability and other post employment benefit obligations is satisfied by the General Fund or the appropriate Proprietary Fund.

**Incorporated Village of Freeport, New York**

Notes to Financial Statements (Continued)  
February 28, 2019

**Note 3 - Detailed Notes on All Funds (Continued)**

**General Obligation Bonds Payable**

General obligation bonds payable at February 28, 2019 are comprised of the following individual issues:

Purpose	Year of Issue	Original Issue Amount	Final Maturity	Interest Rates	Governmental Funds	Business - Type Activities		Total
						Water Fund	Electric Fund	
2011 Series A	2011	\$ 4,680,000	05/01/2022	3.000-3.625 %	\$ 1,560,000	\$ 395,000	\$ -	\$ 1,955,000
2011 Series B - Refunding	2011	8,350,000	06/01/2024	2.250-4.000	2,331,090	902,986	715,924	3,950,000
2012 Series A - Refunding	2012	48,680,000	01/15/2032	3.000-5.000	-	-	35,990,000	35,990,000
2013 Series A	2013	5,965,000	05/01/2022	2.000	2,840,000	-	-	2,840,000
2014 Series A	2014	6,925,000	05/02/2028	2.000-3.000	4,235,000	790,000	-	5,025,000
2014 Series A - Refunding	2014	8,490,000	05/03/2024	2.000-5.000	1,830,150	374,850	-	2,205,000
2015 Series A - Refunding	2015	8,390,000	02/28/2026	1.400-4.000	3,026,436	2,863,043	175,521	6,065,000
2016 Series A - Refunding	2016	13,730,000	05/01/2028	2.000-5.000	9,682,557	625,309	3,327,134	13,635,000
2016 Series B - Refunding	2016	1,350,000	05/01/2023	1.450-2.250	-	-	1,280,000	1,280,000
2017 Series A	2017	11,530,500	11/01/2031	2.125-3.000	9,779,629	163,089	1,022,268	10,965,004
					<u>\$ 35,284,862</u>	<u>\$ 6,114,277</u>	<u>\$ 42,490,865</u>	<u>\$ 83,890,004</u>

Interest expenditures/expense of \$3,135,058 was recorded in the fund financial statements, as detailed below. Interest expense of \$1,058,946 was recorded in the government-wide financial statements for governmental activities.

Fund	Amount
Governmental Funds - General	\$ 1,261,001
Proprietary Funds	
Water	181,515
Electric	<u>1,692,542</u>
	<u>\$ 3,135,058</u>

**Bond Anticipation Notes Payable**

The schedule below details the changes in bond anticipation notes payable.

Purpose	Original Issue Date	Maturity Date	Interest Rate	Balance March 1, 2018	New Issues	Redemptions	Balance February 28, 2019
Tax certiorari/claims and judgments	2/26/2019	5/01/2019	2.75 %	<u>\$ 1,680,000</u>	<u>\$ 2,690,000</u>	<u>\$ 1,680,000</u>	<u>\$ 2,690,000</u>

The Village, pursuant to GASB guidance, has not recorded these liabilities in the fund financial statements since it has demonstrated an ability to consummate refinancing. The ability to consummate refinancing was evidenced by obtaining permanent financing or a renewal of the notes prior to the issuance of the financial statements.

Interest expenditures/expense of \$30,076 were recorded in the fund financial statements in the General Fund and in the government-wide financial statements for governmental activities.

**Incorporated Village of Freeport, New York**

Notes to Financial Statements (Continued)  
February 28, 2019

**Note 3 - Detailed Notes on All Funds (Continued)**

**Payments to Maturity**

The annual requirements to amortize all bonded and bond anticipation note debt outstanding as of February 28, 2019, including interest payments of \$16,387,624 are as follows:

Year Ending February 28,	Governmental Activities			
	Bonds Payable		Bond Anticipation Notes Payable	
	Principal	Interest	Principal	Interest
2020	\$ 4,444,377	\$ 982,091	\$ 2,690,000	\$ 73,975
2021	4,566,980	860,751	-	-
2022	4,693,323	731,867	-	-
2023	4,819,170	594,750	-	-
2024	3,437,784	466,252	-	-
2025-2029	10,736,735	982,465	-	-
2030-2032	2,586,493	115,764	-	-
	<u>\$ 35,284,862</u>	<u>\$ 4,733,940</u>	<u>\$ 2,690,000</u>	<u>\$ 73,975</u>
Year Ending February 28,	Business-Type Activities			
	Water Fund		Electric Fund	
	Bonds Payable		Bonds Payable	
	Principal	Interest	Principal	Interest
2020	\$ 889,729	\$ 164,201	\$ 2,895,894	\$ 1,603,595
2021	906,536	141,889	3,026,484	1,477,350
2022	932,778	116,782	3,168,899	1,344,320
2023	955,006	89,753	3,320,825	1,206,563
2024	755,540	64,566	3,486,675	1,059,013
2025-2029	1,631,554	71,178	16,221,713	3,480,251
2030-2032	43,134	1,927	10,370,375	758,321
	<u>\$ 6,114,277</u>	<u>\$ 650,296</u>	<u>\$ 42,490,865</u>	<u>\$ 10,929,413</u>
	<u>Total</u>			
Year Ending February 28,	Principal	Interest		
2020	\$ 10,920,000	\$ 2,823,862		
2021	8,500,000	2,479,990		
2022	8,795,000	2,192,969		
2023	9,095,001	1,891,066		
2024	7,679,999	1,589,831		
2025-2029	28,590,002	4,533,894		
2030-2032	13,000,002	876,012		
	<u>\$ 86,580,004</u>	<u>\$ 16,387,624</u>		

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

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**DORMITORY AUTHORITY OF THE STATE OF NEW YORK (“DASNY”):**

515 Broadway  
Albany, New York 12207  
Contact: Karen Hunter  
Phone: (518) 257-3177  
E-mail: grants@dasny.org

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**THE GRANTEE:**

Incorporated Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520  
Contact: Ms. Nora E. Sudars  
Phone: (516) 377-3209  
Email: nsudars@freeportny.gov

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**THE PROJECT:**

Purchase of a Fire Safety Vehicle and Equipment

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**PROJECT LOCATION:**

Incorporated Village of Freeport

**PROJECT ADDRESS:**

Freeport, NY

**GRANT AMOUNT:**

\$250,000

**FUNDING SOURCE:**

State and Municipal Facilities Program (“SAM”)

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For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:**

01/29/20

**EXPIRATION DATE OF THIS AGREEMENT:**

3 YEARS FROM DASNY EXECUTION DATE

**Project ID:** 23850  
**FMS#:** 161682  
**GranteeID:** 3666  
**GrantID:** 25902

## TERMS AND CONDITIONS

### 1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

### 2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

- i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
- ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
- iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
  - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
  - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
  - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
  - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise

approved by DASNY.

- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.
  - iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program (“Electronic Payment Program”) for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program (“Electronic Payment Effective Date”). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY’s Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY’s aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY’s Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the “Indemnitees”) from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the “Bonds”) to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal

income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10

business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
  - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of

the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

#### 9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
  - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismitted or unstayed for an aggregate of thirty (30) days.
  - vi. The Grantee abandons the Project prior to its completion.
  - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
  - viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
  - c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Incorporated Village of Freeport  
Purchase of a Fire Safety Vehicle and Equipment  
Project ID 23850

This agreement is entered into as of the latest date written below:

**GRANTEE: INCORPORATED VILLAGE OF FREEPORT**

DocuSigned by:

*Robert Kennedy*

863C4FFESDB641F  
**(Signature of Grantee Authorized Officer)**

Robert Kennedy Mayor  
(Printed Name and Title)

Date: 8/25/2021

**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

DocuSigned by:

*Sara Richards*

0289CBED95674D5  
**(Signature of DASNY Authorized Officer)**

Sara Richards Senior Director, Grants  
(Printed Name)

Date: 8/26/2021

<b>DASNY OFFICE USE ONLY</b>			
<b>GRANTS ADMIN REVIEW</b>		<b>FINAL LEGAL REVIEW</b>	
APPROVED FOR LEGAL REVIEW:	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 8px; margin-bottom: 2px;">DS</span>  <span style="font-size: 18px; font-weight: bold;">TK</span> </div>	APPROVED FOR SIGNATURE:	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 8px; margin-bottom: 2px;">DS</span>  <span style="font-size: 18px; font-weight: bold;">RH</span> </div>
DATE:	8/25/2021	DATE:	8/26/2021

## **GRANT DISBURSEMENT AGREEMENT**

### **EXHIBITS**

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

**EXHIBIT A: Project Budget**

Incorporated Village of Freeport  
 Purchase of a Fire Safety Vehicle and Equipment  
 Project ID 23850

USE OF FUNDS	TIMELINE		SOURCES				Total	
	Anticipated Dates**		DASNY Share	In-Kind/Equity/Sponsor		Other Sources		
Project Description*	Start	End	Amount	Source Name	Amount	Entity Name	Amount	
Purchase of a Fire Safety Vehicle and Equipment	08/25/2021	04/25/2022	\$250,000					\$250,000

\* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

\*\* Please be sure to complete the anticipated start and end dates in the Project timeline.

**EXHIBIT B: Opinion of Counsel**

DASNY  
General Counsel  
515 Broadway  
Albany, New York 12207

*Re: State and Municipal Facilities Program (“SAM”) Grant  
Purchase of a Fire Safety Vehicle and Equipment  
Project ID 23850*

Ladies and Gentlemen:

I have acted as counsel to Incorporated Village of Freeport (the “Grantee”) in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the “Agreement”) and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York or, is duly organized and validly existing under the laws of another jurisdiction. The Grantee is authorized to do business and is in good standing in the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:  
  
 6C4E74B79063462...

Howard E. Colton

Village Attorney - Village of Freeport

Approved – Legal Opinion attached

**\*\*Instructions – Grantee’s Attorney will choose appropriate response . If “Approved as to form” is checked, the Attorney will DocuSign form. If “Approved – Legal Opinion attached” is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.**

## **EXHIBIT C: Grantee Questionnaire**

### **PLEASE READ THE FOLLOWING:**

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
  - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
  - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY	
GQ Review	
	1/11/2021

**Grant Programs  
Municipal Grantee Questionnaire**

*THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.*

**SECTION I: GENERAL INFORMATION**

- |   |   |
|---|---|
| 1. Grantee (Legally Inc. Name):                         | Incorporated Village of Freeport          |
| 2. Federal Employer ID No. (FEIN):                      | 116002111                                 |
| 3. Website Address:                                     | www.freeportny.gov                        |
| 4. Business E-mail Address:                             | hcolton@freeporyny.gov                    |
| 5. Principal Place of Business Address:                 | 46 North Ocean Avenue, Freeport, NY 11520 |
| 6. Telephone Number:                                    | 516-377-2249                              |
| 7. Type of Entity (Please select appropriate response): |   |

- a) County
- b) City
- c) Town
- d)  Village
- e) Public Benefit Corporation
- f) Fire District
- g) School District
- h) Soil or Water Conservation District
- i) State University or City University of New York (including Community Colleges)
- j) Public Library
- k) BOCES
- l) Other Please Specify: \_\_\_\_\_

**SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE**

**A. DEFINITIONS**

*As used herein in this Grant Programs Municipal Grantee Questionnaire:*

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.
2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

**B. GRANT AWARD(S)**

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant? Yes      No

If answer is "Yes", Please explain:

2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No

If answer is "Yes", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes  No

- a) If "Yes", will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes  No

If answer is "No", Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No

If the answer is "Yes", please provide details:

**SECTION III: DUE DILIGENCE QUESTIONS**

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee’s services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes x No

If the answer is “No”, will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee’s services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is “No”, please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

- a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x
- b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x
- c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x
- d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x
- e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x
- f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x
- g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x

- h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No
- i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No
- j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No
- k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No
- l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No
- m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No
- n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
  - Unemployment insurance or workers' compensation coverage or claim requirements Yes No
  - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No

**For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.**

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No

If "Yes", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance?    Yes    No

If "Yes", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

**CERTIFICATION**

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:  
*Howard E. Colton*  
6C4E74B79063462  
Signature of Authorized Officer

DocuSigned by:  
*Mayor Robert T. Kennedy*  
863C4FFE5DB641E  
Signature of Authorized Officer

Howard E. Colton  
Printed Name of Authorized Officer

Mayor Robert T. Kennedy  
Printed Name of Authorized Officer

Village Attorney  
Title of Authorized Officer

Mayor  
Title of Authorized Officer

12/7/2020  
Date Signed

12/28/2020  
Date Signed

## EXHIBIT D: Disbursement Terms

Incorporated Village of Freeport  
Purchase of a Fire Safety Vehicle and Equipment  
Project ID 23850

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation **do NOT** qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

**EXHIBIT E: Payment Requisition Form and Dual Certification**

Incorporated Village of Freeport  
 Purchase of a Fire Safety Vehicle and Equipment  
 Project ID 23850

<b>For Office Use Only:</b>		
<b>FMS#:</b>	<b>GranteeID:</b> 3666	<b>GrantID:</b> 25902

Payment Request #

For work completed between  /  /  and  /  /

**THIS REQUEST:**

	A: DASNY SHARE*	B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	250,000			

\* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Incorporated Village of Freeport, for Project # 23850.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which Incorporated Village of Freeport, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Incorporated Village of Freeport (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Incorporated Village of Freeport. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**

- Readable copies of both front and back of canceled checks.
- Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
- Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
- Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
- Other:

**Authorized Officer Signature:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

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

**Authorized Officer Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**EXHIBIT E-I: Payment Requisition Cover Letter**

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant  
Purchase of a Fire Safety Vehicle and Equipment  
Project No. 23850*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<b>OR</b>	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
<b>OR</b>	

3)  We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** The wire instructions for this account are as follows:

BANK NAME: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_ ABA #: \_\_\_\_\_

If any further information is needed, please contact me at (\_\_\_\_)\_\_\_\_\_.

**Please sign and return these documents to DASNY at [apgrants@dasny.org](mailto:apgrants@dasny.org). Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.**

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

Print Name: \_\_\_\_\_

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

**EXHIBIT E-2: Payment Requisition Back-up Summary**

Incorporated Village of Freeport  
 Purchase of a Fire Safety Vehicle and Equipment  
 Project ID 23850

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
<b>TOTAL Requested:</b>			(Transfer total amount requested to Exhibit E pg. 18 column B)

## EXHIBIT F

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

## **NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS**

### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

### **Affirmative Action Officer (“AAO”)**

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

### **Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

### **Minority Business Enterprise (“MBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

### **Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

### **Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise (“WBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

**TO: Robert T. Kennedy, Mayor**

**FROM: Michael J. Smith, Chief of Police**

**DATE: July 20, 2022**

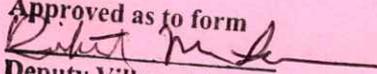
**RE: Request for Proposal Police Security Cameras**

On June 16<sup>th</sup>, 2022 The Village of Freeport requested proposals for the purchase and installation of security cameras, software and accessories. Five proposals were received for cameras. The proposals ranged in amounts from a high of \$94,874.00 from Integrated Wireless Technologies, LLC to a low of \$47,092.59 from A+ Technology and Security Solutions Inc.

Intelli-Tec Security Services was the lowest responsive proposer meeting all requirements at \$64,670.52. It is my recommendation that the Village of Freeport accept the proposal from Intelli-Tec Security Services. Although, their proposal was slightly higher, the equipment and software they provide is superior to what was provided by the lower bids. The software provided by Intelli-Tec Security Services includes advanced analytics such as license plate readers (LPR). Applicants were made aware that LPR software was a requirement of the grant. Intelli-Tec Security Services is the lowest bid that meets this stipulation. The bulk of the purchase will be paid for using a FEMA infrastructure grant (50,000.00). The remainder will be paid for from a capital projects bond. There is a 5 year warranty on the equipment and software from Intelli-Tec Security Services.

Intelli-Tec Security Services is located at 150 Eileen Way, Unit#2 Syosset, NY 11791.  
Ph#516-876-2000.

  
Michael Smith  
Chief of Police

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on June 13, 2022, the Freeport Police Department requested authorization to advertise on June 16, 2022 for proposals for the Purchase and Installation of Security Cameras, Software and Accessories; and

**WHEREAS**, five (5) proposals were received for cameras; and

**WHEREAS**, the proposals ranged in amounts from a high of \$94,874.00 from Integrated Wireless Technologies, LLC to a low of \$47,092.59 from A+ Technology and Security Solutions Inc, however, the two lowest proposers did not meet all of the requirements of the proposal; and

**WHEREAS**, Intelli-Tec Security Services, 150 Eileen Way, Unit#2 Syosset, NY 11791, was the lowest responsive proposal at \$64,670.52; and

**WHEREAS**, the software provided by Intelli-Tec Security Services includes advanced analytics such as license plate readers (LPR); and

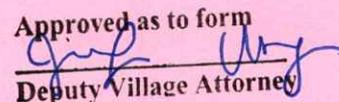
**WHEREAS**, the bulk of the purchase will be paid from a Critical Infrastructure Grant from the Federal Emergency Management Agency (FEMA) for a total of \$50,000 which will be utilized to purchase cameras and needed software; and the remainder will be paid for from a capital projects bond; and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of Freeport Chief of Police, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to award the proposal for the Purchase and Installation of Security Cameras, Software and Accessories to Intelli-Tec Security Services, 150 Eileen Way, Unit#2 Syosset, NY 11791, for an amount of \$64,670.52.

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

150 Eileen Way, Unit#2  
 Syosset, NY 11791  
 800-981-SAFE (Toll Free)  
 516-876-2000 (Local)  
 516-876-2020 (Fax)  
[kpatac@intelli-tec.net](mailto:kpatac@intelli-tec.net)  
[www.intelli-tec.net](http://www.intelli-tec.net)

July 19, 2022

Kim Weltner  
 Purchasing Agent  
 Incorporated Village of Freeport  
 46 North Ocean Ave  
 Freeport, N.Y. 11520

**RE: Security Cameras, Software, and Accessories**  
**INTELLI-TEC PROJECT #147129**

Dear Ms. Weltner:

The following is our quote to provide the following products (Listed below) for the Incorporated Village of Freeport. We will install cameras to cover the outside of the building and on the street.

Please note that below pricing is as per NYS Contract #PT68811 listed prices for both labor and material.

**SCHEDULE OF EQUIPMENT:**

Line item #	Model #	Equipment Description	Quantity	Price Per	Total
9840	24C-H4A-3MH-270	3x 8 MP, WDR, LightCatcher, 4mm, Camera Only	1	\$1,869.00	\$1,869.00
9612	4.0C-H5A-DP1-IR	4.0 MP WDR, LightCatcher, Day/Night, Pendant Dome, 3.3-9mm f/1.3 P-Iris Lens, Integrated IR, Next-Generation Analytics	1	\$962.68	\$962.68
9631	8.0C-H5A-DP1-IR	8.0 MP (4K) WDR, LightCatcher, Day/Night, Pendant Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	2	\$1,281.60	\$2,563.20
9638	8.0C-H5A-BO1-IR	8.0 MP (4K) WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens,	4	\$1,335.00	\$5,340.00

		Integrated IR, Next-Generation Analytics			
9885	LEF247028TA2	Tamron 24-70mm f/2.8 VC Lens for Pro Cameras	1	\$2,001.61	\$2,001.61
9895	ES-HD-CWS-LG	Large Format Enclosure for Avigilon HD IP Professional Cameras	1	\$445.00	\$445.00
9897	ES-HD-IPM	Optional PoE+ power module	1	\$209.15	\$209.15
9846	H4AMH-AD-PEND1	Outdoor pendant mount adapter	1	\$142.40	\$142.40
9848	H4AMH-DO-COVR1	Outdoor Dome Cover for H4 Multisensor	1	\$142.40	\$142.40
9827	IRPTZ-MNT-WALL1	Pedant wVideo mount adapter	1	\$84.55	\$84.55
9854	H4AMH-AD-IRIL1	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft)	1	\$293.70	\$293.70
9774	H4-MT-CRNR1	Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.	1	\$80.10	\$80.10
9737	H4-BO-JBOX1	Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	6	\$80.10	\$480.60
9754	H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	3	\$53.40	\$160.20
9856	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W, North American power cord included.	1	\$133.50	\$133.50
9249	ACC7-ENT	ACC 7 Enterprise camera channel	11	\$258.10	\$2,839.10
9909	ACC7-LPR	ACC 7 LPR lane license	2	\$2,848.00	\$5,696.00
9636	5.0C-H5A-BO2-IR	5.0 MP WDR, LightCatcher, 9-22mm f/1.6 P-iris lens, Integrated IR, Next-Generation Analytics	2	\$1,108.05	\$2,216.10
59861	775600-11DBS	24-4P UNS SOL PVC C6 Blk DB	2	\$517.65	\$1,035.30
59740	5566050-S	23-4P UNS SOL PLNM C6 Pur Jkt	2	\$527.45	\$1,054.90

		Labor	88	\$113.12	\$9,954.56
	SubContractor	Sub Contractor Quote plus 20%			
	Eastern Security Services	See Attached	1	\$26,966.47	\$26,966.47
		Total			\$64,670.52

**Scope Of Work:**

Intelli-Tec will install (11) cameras at the following locations:

- See Attached Map

Intelli-tec will install (2) NEMA boxes which will include the following:

- Hardened Switch
- Hardened Power supply
- Fiber Connections
- Surge Protection for the power

Intelli-Tec will install all Roof Conduit to protect all wiring.

Intelli-Tec will install (1) 24-Port PoE+ Switch at the Headend

Intelli-Tec will Install (1) 72TB Server

- Program all software
- Program (2) LPR

**Notes:**

Others to connect power to the NEMA Boxes on the poles



*"Depend on us"*

NAME: Intelli-tec Security Services

ADDRESS: 150 Eileen Way  
Syosset, NY 11791

PRESENTED TO: Kyle Patac

Eastern Security Services is pleased to propose to supply the following equipment, consisting of:

1. (11) ACC Enterprise Smart Plans, 5 year
2. (1) 72TB 2U Rack Mount, NVR (60 Days of Storage)
3. (1) 6.25K (26 MP) HS Pro Camera
4. (1) 24 port Switch
5. Fiber Equipment
6. Roof Conduit
7. (2) NEMA Enclosures
  - a. Hardened Switch
  - b. Hardened Power Supply
  - c. Surge Protector
  - d. Fiber Connections

INITIAL INVESTMENT:  
CUSTOMER OWNS ALL EQUIPMENT

\$26,966.47

DATE SUBMITTED: 07-19-2022

ACCEPTED DATE: \_\_\_\_\_

BY: Cooper MacDonnell

ACCEPTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**\*\*THIS QUOTATION IS VALID THIRTY (30) DAYS\*\***



Should you have any questions please feel free to call me. If you would like to proceed with this work, please forward a Purchase Order to me or my fax number is 516-876-2020. Once I receive it the order will be scheduled.

Sincerely Yours,

Kyle Patac  
Sales Executive

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

---

To: Mayor Robert T. Kennedy

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

Date: July 14, 2022

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**Re: HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE ROAD  
IMPROVEMENT PROJECT**

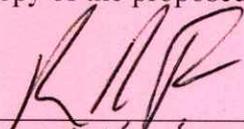
Plans and specifications for the referenced contract are almost completed and we would like to proceed with advertising the project for bids. The work involves the reconstruction of the following roads:

Hillside Avenue from North Columbus Avenue to Babylon Tpke  
Frederick Avenue from Jesse Street to Hillside Avenue  
Lessing Place from Hillside Avenue to Seaman Avenue

Funding for this project will be come from a bond resolution capital account H519702 523130 and the estimated cost for the project is \$500,000.00. The project is fully reimbursable with a State and Municipal Facilities Program (SAM) grant as well as with CHIPS funding.

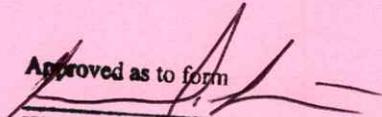
Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Leader, and other related publications on July 28, 2022. Bid documents will be available from August 1, 2022 through August 12, 2022. Bids will have a returnable date of August 16, 2022, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

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

Encl.

P. Lester, Secretary to the Mayor  
P. Boening, Village Clerk  
K. Weltner, Purchasing Agent

  
\_\_\_\_\_  
Approved as to form  
Village Attorney

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

**WHEREAS**, the Department of Public Works is requesting authorization to advertise a Notice to Bidders for Hillside Avenue, Frederick Avenue and Lessing Place Road Improvement Project; and

**WHEREAS**, the work involves the reconstruction of the following roads:

Hillside Avenue from North Columbus Avenue to Babylon Tpke  
Frederick Avenue from Jesse Street to Hillside Avenue  
Lessing Place from Hillside Avenue to Seaman Avenue

**WHEREAS**, the estimated cost for this project is \$500,000.00; and

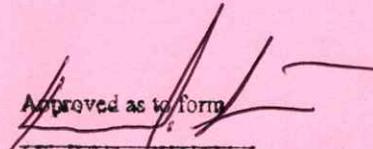
**WHEREAS**, funding for this project will be come from a bond resolution capital account H519702 523130; and

**WHEREAS**, the project is fully reimbursable with New York State Department of Homeland Security and Emergency Services (SAM) grant as well as with CHIPS funding; and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Public Works, the Board approve and Mayor be and hereby authorize the advertisement for a "Notice to Bidders for Hillside Avenue, Frederick Avenue and Lessing Place Road Improvement Project" in the Freeport Herald/Leader and other relevant publications on July 28, 2021 with the specifications available from August 1, 2022 through August 12, 2022 with a return date of August 16, 2022 at 11:00 AM.

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

## NOTICE TO BIDDERS

### HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE ROAD IMPROVEMENT PROJECT

#### FOR THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “**HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE ROAD IMPROVEMENT PROJECT**” until 11:00 A.M. on **Tuesday, August 16, 2022** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained at the Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, August 1, 2022 until 4:00 P.M. Friday, August 12, 2022**. There is no fee for a set of bid documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into a acceptable contract.

The successful bidder will be required to furnish a Performance Bond, and Labor and Material Bond in the statutory form.

The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids which, in the opinion of the Board, are unbalanced shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – July 28<sup>th</sup>, 2022

The following Resolution was moved by \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption:

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and a short form Environmental Assessment Form was completed and is attached hereto; and,

**WHEREAS**, the proposed action is the sale of property, to wit: the sale of Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; Section 55, Block 190, Lots 51-55, also known as and by 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue, also known as and by "Old Moxey Rigby," Freeport, New York, also known as 80-84 Albany Avenue, Freeport, New York and also known as and by Cleveland Avenue Field; and,

**WHEREAS**, this Board determines that the proposed action, which is solely limited to the sale of real property as stated herein, is an unlisted action as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the communities current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.

11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Village of Freeport			
Name of Action or Project: Sale of those parcels listed within the attached resolution of the Board of Trustees of the Village of Freeport			
Project Location (describe, and attach a location map): See attached resolution and property description.			
Brief Description of Proposed Action: Sale of Property			
Name of Applicant or Sponsor: Incorporated Village of Freeport Attn: Sergio Mauras		Telephone: 5163772243 E-Mail: smaumas@freeportny.gov	
Address: 46 North Ocean Avenue			
City/PO: Freeport		State: NY	Zip Code: 11520
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ 14 acres	
b. Total acreage to be physically disturbed?		_____ 14 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 14 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Agency Use Only [If applicable]

Project:

Date:

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

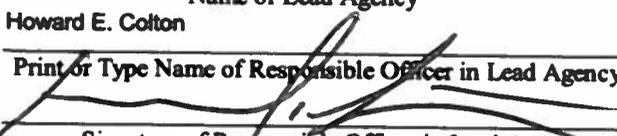
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: \_\_\_\_\_

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

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Board of Trustees - Village of Freeport	July 22, 2022
_____ Name of Lead Agency	_____ Date
Howard E. Colton	Village Attorney
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
 Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

**RESOLUTION OF BOARD OF TRUSTEES AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT OF SALE FOR THE PARCELS IDENTIFIED AS AND BY SECTION 55, BLOCK H, LOT 372; SECTION 55, BLOCK 190, LOT 63; SECTION 55, BLOCK 190, LOTS 51-55 ALSO KNOWN AS AND BY 3, 17 -33 BUFFALO AVENUE AND 20 – 36 ALBANY AVENUE, ALSO KNOWN AS AND BY “OLD MOXEY RIGBY”, FREEPORT, NEW YORK, ALSO KNOWN AS 80-84 ALBANY AVENUE, FREEPORT, NEW YORK AND ALSO KNOWN AS CLEVELAND AVENUE FIELD TO PDC NORTHEAST LPIV, LLC**

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

**WHEREAS**, the Village of Freeport owns the properties known as and by Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; Section 55, Block 190, Lots 51-55, also known as and by 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue, also known as and by “Old Moxey Rigby,” Freeport, New York, also known as 80-84 Albany Avenue, Freeport, New York and also known as and by Cleveland Avenue Field (hereinafter “the properties”); and,

**WHEREAS**, in May 2020 the Board of Trustees began the process to develop the subject parcels to provide for greater economic opportunities to the residents and businesses of the Village of Freeport; and,

**WHEREAS**, on June 2, 2020 the Board of Trustees consisting of Mayor Robert T. Kennedy, Deputy Mayor Ron Ellerbe, Trustee Jorge Martinez, then Trustee Carmen Pineyro and Trustee Chris Squeri unanimously voted to purchase the premise located at 80-84 Albany Avenue for the “continuing revitalization of (sic) area known as Industrial Park and the planning the redevelopment of the area;” and,

**WHEREAS**, from May 2020 through December 2020, the Village of Freeport engaged in negotiations with a developer to bring a last mile distribution center to the Village of Freeport and located within the area stated herein; and,

**WHEREAS**, the Board of Trustees was notified of the negotiations and unanimously permitted the discussions to continue; and,

**WHEREAS**, and pursuant to the continuing economic redevelopment of the area mention herein, on June 29, 2021, the Board of Trustees approved the purchase of 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue, also known as and by the “Old Moxey Rigby,” and,

**WHEREAS**, negotiations continued throughout 2021 and until June 2022 with various developers; and,

**WHEREAS**, currently the properties are not being sufficiently being utilized for Incorporated Village of Freeport municipal purposes, thus, for Incorporated Village of Freeport purposes, surplus; and,

**WHEREAS**, the Village of Freeport received a proposal to purchase and develop the properties from PDC Northeast LPIV, LLC (the Panattoni Group); and,

**WHEREAS**, PDC Northeast LPIV, LLC would purchase the subject properties for \$49,000,000.00 with \$48,000,000.00 going to the Incorporated Village of Freeport and \$500,000.00 being granted to the Freeport Fire Department and \$500,000.00 being granted to the Freeport Police Department; and,

**WHEREAS**, PDC Northeast LPIV, LLC would develop the parcel into a last mile distribution site, corporate site or other commercial use as delineated within the contract of sale; and,

**WHEREAS**, the proceeds from the sale of the properties would permit the Incorporated Village of Freeport to reduce taxes, over a four year period, by 20%, and approximately 320 new jobs to the Village of Freeport, and,

**WHEREAS**, multiple condition precedents must be met before the properties could be transferred or otherwise developed, to wit:

1. A complete environmental study must be completed upon the properties, including a full Phase 1 and Phase 2, with remediation of any and all environmental concerns; and,
2. Approvals must be obtained from the Freeport Site Plan Review Board and Freeport Zoning Board (if applicable) including, but not limited to: site plan, parking plans and/or traffic studies, and preservation of green space; and,
3. Any and all litigations involving the properties must be cleared and resolved in a non-appealable form; and,
4. State legislation removing the parkland restriction be obtained; and,
5. A full due diligence be successfully completed; and,
6. A clear and marketable; and,
7. The properties be rezoned; and,

**WHEREAS**, a contract was drafted and executed on June 20, 2022, but is subject to approval by the Board of Trustees of the Incorporated Village of Freeport,

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Village Attorney and Special Counsel Chris Browne from McLaughlin Stern, the Board makes the following findings of fact:

1. The properties are not being sufficiently utilized for Incorporated Village of Freeport municipal purposes; and,
2. The Incorporated Village of Freeport has no plans to utilize the premises for further municipal purposes and therefore is deemed surplus; and,
3. An offer of \$49,000,000.00 has been submitted by PDC Northeast LPIV, LLC. \$48,000,000.00 to the Incorporated Village of Freeport and \$500,000.00 granted to the Freeport Fire Department and \$500,000.00 granted to the Freeport Police Department; and,

4. The offer for the premises is just and fair; and.
5. The proceeds from the sale of the property will permit a 20% tax reduction to all Village residents and business over a four (4) year period with an additional 320 jobs to Village of Freeport residents.
6. All conditions within the Contract of Sale must be met prior to the closing upon the properties.; and.

**BE IT FURTHER RESOLVED** that the sale and transfer of the properties known as and by Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; Section 55, Block 190, Lots 51-55, also known as and by 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue, also known as and by "Old Moxey Rigby," Freeport, New York, also known as 80-84 Albany Avenue, Freeport, New York and also known as and by Cleveland Avenue Field shall be governed by the attached contract, which is hereby made part of this resolution; and,

**BE IT FURTHER RESOLVED** that the Mayor and/or his authorized representative be and is hereby authorized to sign any and all agreements, to a retroactive date of June 20, 2022, to effectuate this sale and transfer upon the terms and conditions as stated within the attached contract and stated within this resolution.

The Clerk polled the Board as follows:

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

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

To: Mayor Robert T. Kennedy  
From: Howard E. Colton, Village Attorney  
Date: July 21, 2022  
Re: Contract between the Village of Freeport and PDC Northeast LPIV, LLC

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By way of background. In or about May-June 2020, the Village of Freeport received a verbal offer to purchase the premise known as and by Cleveland Avenue Field. The initial request was brought to the Mayor and Board of Trustees comprised of Mayor Robert T. Kennedy, Deputy Mayor Ronald Ellerbe, Trustee Jorge Martinez, then Trustee Carmen Pineyro and Trustee Chris Squeri. The offer was to develop Cleveland Avenue, and any adjacent properties, into a last mile distribution center.

The Board of Trustees acted upon the initial inquiry, and began to purchase properties adjacent to the Cleveland Avenue Field to expand the parcel for development. On June 2, 2020, then Trustee Carmen Pineyro moved and Trustee Chris Squeri seconded a SEQRA determination that the purchase of 80-84 Albany Avenue (Section 55, Block 190, Lots 51 through 55) would not have a negative impact upon the environment. *Attached as "Exhibit A," is the SEQRA resolution moved by then Trustee Carmen Pineyro and Trustee Chris Squeri.* Such resolution was followed by a further resolution moved by Trustee Squeri and seconded by Deputy Mayor Ellerbe, to purchase 80-84 Albany Avenue for the, "continuing revitalization of area (sic) known as Industrial Park and planning the redevelopment of the area..." *Attached as "Exhibit B," is the resolution to purchase 80-84 Albany Avenue, moved by Deputy Mayor Ron Ellerbe and Trustee Chris Squeri.*

Such resolution was put to a vote and unanimously passed. The purchase of 80-84 Albany Avenue was authorized. A closing occurred shortly thereafter.

Throughout 2020, the developer, Amazon, continued discussions with the Village. The discussions were part of, and regularly discussed, in Executive Sessions in next few months of 2020. Please note, the Board was comprised of Mayor Robert T. Kennedy, Deputy Mayor Ron Ellerbe, Trustee Jorge Martinez, then Trustee Carmen Pineyro, and Trustee Chris Squeri. While the Board took no further action, the Village Attorney and Mayor were requested to continue discussions. No member of the Board voiced reservations, nor requested a vote stop discussions.

Chris Browne, Esq., was asked to represent the interests of the Village of Freeport and he continued discussions with Amazon. From January 2021 through March 2021, preliminary discussions with Amazon continued, and all Board members were briefed as needed. In April 2021, the Board of Trustees, now comprised of Mayor Robert T. Kennedy, Deputy Mayor Ron Ellerbe, Trustee Jorge Martinez, Trustee Chris Squeri, and Trustee Evette Sanchez reviewed a presentation by Amazon. The discussions continued throughout 2021.

On June 29, 2021, the Board of Trustees approved the purchase of 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue (the “Old Moxey Rigby,” apartments). A closing occurred on October 28, 2021. Attached as “Exhibit C” is the SEQRA determination and resolution authorizing the sale.

For purposes of this memorandum, the Cleveland Avenue parcel, 80-84 Albany Avenue parcel and the Old Moxey Rigby parcel as stated as “Cleveland Avenue.”

Toward the latter part of 2021, the Bluewater Group, and BEB Capitol contacted the Village and expressed an interest in the Cleveland Avenue property. The Board of Trustees were notified, and Chris Browne and the Village began discussions. In 2022, the Panattoni (PDC Northeast LPIV, LLC) Group submitted its proposal for the property.

Negotiations with Amazon broke off in February 2022.

**Offers**

As proposed, the offers on Cleveland Avenue are as follows:

	<u>BEB Capitol</u>	<u>Bluewater Group</u>	<u>Panattoni Group</u>
Proposed:	Last Mile Site Other Commercial	Last Mile Site Other Commercial	Last Mile Site Other Commercial
Purchase: Price	\$46,500,000.00	\$47,250,000.00	\$49,000,000.00 a. \$48,000,000.00 – Purchase b. \$ 1,000,000.00 – Grant for Fire/Police purposes <sup>1</sup> .

Contract negotiations were undertaken with all Groups, and ultimately the Village and the Panattoni Group finalized a contract on June 20, 2022.

**Summary of the Contract**

Under the terms of the agreement, the Panattoni Group, operating as PDC Northwest LPIV, LLC, would purchase the premises comprised of Cleveland Avenue Field, 80-84 Albany Avenue and 3, 17-33 Buffalo Avenue, and 20-36 Albany Avenue (Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; Section 55, Block 190, Lots 51-55) for \$49,000,000.00. \$48,000,000.00 to the Village of Freeport and \$1,000,000.00 as a grant to be distributed evenly to the Freeport Fire and Police Departments<sup>2</sup> for equipment, etc.

Panattoni would construct a last mile warehouse and/or distribution center at the site or other commercial development. The sale is conditioned upon the following:

<sup>1</sup> \$500,000.00 to the Fire Department and \$500,000.00 to the Police Department.

<sup>2</sup> \$500,000.00 to the Fire Department and \$500,000.00 to the Police Department.

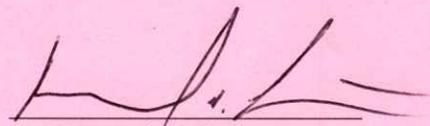
1. A Phase 1 and 2 be completed upon the site and any environmental issues remediated; and,
2. Approvals be obtained from the Freeport Site Plan and Zoning Boards, including, but not limited to site plan, architectural renderings, green space, parking plans and/or traffic studies (to the extent required under the Code); and,
3. Any and all litigations be cleared and resolved in a non-appealable form; and,
4. State legislation removing the parkland restriction be obtained; and,
5. A full due diligence be successfully completed; and,
6. A clear and marketable title is obtained; and,
7. Premise rezoning is completed; and,
8. Other State, County and Town requirements not herein mentioned are not a condition precedent to close.

The contract provides for a 120 day period for the Panattoni Group to obtain Site Plan and Zoning approvals (if required). As to litigation matters, the contract allows the Village a total of thirteen months to resolve all litigation.

The contract was executed on June 20, 2022 with the proviso that the contract is subject to final approval from the Board of Trustees. As such, any approval would be retroactive. *Attached as "Exhibit D," is a copy of the contract, and such letter of intent(s) from all developers.*

I've attached the contract and resolution for your review. The resolution provides for two things. In the first instance, the Village would declare the property surplus, and in the second instance, the resolution would authorize the entering into a contract with PDC Northeast LIPV LLC to develop the Cleveland Avenue Parcel subject to the terms and conditions as stated herein, and pursuant to the contract.

Please place before the Board for its review and action.



Howard E. Colton

**RESOLUTION OF BOARD OF TRUSTEES AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT OF SALE FOR THE PARCELS IDENTIFIED AS AND BY SECTION 55, BLOCK H, LOT 372; SECTION 55, BLOCK 190, LOT 63; SECTION 55, BLOCK 190, LOTS 51-55 ALSO KNOWN AS AND BY 3, 17 -33 BUFFALO AVENUE AND 20 – 36 ALBANY AVENUE, ALSO KNOWN AS AND BY “OLD MOXEY RIGBY”, FREEPORT, NEW YORK, ALSO KNOWN AS 80-84 ALBANY AVENUE, FREEPORT, NEW YORK AND ALSO KNOWN AS CLEVELAND AVENUE FIELD TO PDC NORTHEAST LPIV, LLC**

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

**WHEREAS**, the Village of Freeport owns the properties known as and by Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; Section 55, Block 190, Lots 51-55, also known as and by 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue, also known as and by “Old Moxey Rigby,” Freeport, New York, also known as 80-84 Albany Avenue, Freeport, New York and also known as and by Cleveland Avenue Field (hereinafter “the properties”); and,

**WHEREAS**, in May 2020 the Board of Trustees began the process to develop the subject parcels to provide for greater economic opportunities to the residents and businesses of the Village of Freeport; and,

**WHEREAS**, on June 2, 2020 the Board of Trustees consisting of Mayor Robert T. Kennedy, Deputy Mayor Ron Ellerbe, Trustee Jorge Martinez, then Trustee Carmen Pineyro and Trustee Chris Squeri unanimously voted to purchase the premise located at 80-84 Albany Avenue for the “continuing revitalization of (sic) area known as Industrial Park and the planning the redevelopment of the area;” and,

**WHEREAS**, from May 2020 through December 2020, the Village of Freeport engaged in negotiations with a developer to bring a last mile distribution center to the Village of Freeport and located within the area stated herein; and,

**WHEREAS**, the Board of Trustees was notified of the negotiations and unanimously permitted the discussions to continue; and,

**WHEREAS**, and pursuant to the continuing economic redevelopment of the area mention herein, on June 29, 2021, the Board of Trustees approved the purchase of 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue, also known as and by the “Old Moxey Rigby,” and,

**WHEREAS**, negotiations continued throughout 2021 and until June 2022 with various developers; and,

**WHEREAS**, currently the properties are not being sufficiently being utilized for Incorporated Village of Freeport municipal purposes, thus, for Incorporated Village of Freeport purposes, surplus; and,

**WHEREAS**, the Village of Freeport received a proposal to purchase and develop the properties from PDC Northeast LPIV, LLC (the Panattoni Group); and,

**WHEREAS**, PDC Northeast LPIV, LLC would purchase the subject properties for \$49,000,000.00 with \$48,000,000.00 going to the Incorporated Village of Freeport and \$500,000.00 being granted to the Freeport Fire Department and \$500,000.00 being granted to the Freeport Police Department; and,

**WHEREAS**, PDC Northeast LPIV, LLC would develop the parcel into a last mile distribution site, corporate site or other commercial use as delineated within the contract of sale; and,

**WHEREAS**, the proceeds from the sale of the properties would permit the Incorporated Village of Freeport to reduce taxes, over a four year period, by 20%, and approximately 320 new jobs to the Village of Freeport, and,

**WHEREAS**, multiple condition precedents must be met before the properties could be transferred or otherwise developed, to wit:

1. A complete environmental study must be completed upon the properties, including a full Phase 1 and Phase 2, with remediation of any and all environmental concerns; and,
2. Approvals must be obtained from the Freeport Site Plan Review Board and Freeport Zoning Board (if applicable) including, but not limited to: site plan, parking plans and/or traffic studies, and preservation of green space; and,
3. Any and all litigations involving the properties must be cleared and resolved in a non-appealable form; and,
4. State legislation removing the parkland restriction be obtained; and,
5. A full due diligence be successfully completed; and,
6. A clear and marketable; and,
7. The properties be rezoned; and,

**WHEREAS**, a contract was drafted and executed on June 20, 2022, but is subject to approval by the Board of Trustees of the Incorporated Village of Freeport,

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Village Attorney and Special Counsel Chris Browne from McLaughlin Stern, the Board makes the following findings of fact:

1. The properties are not being sufficiently utilized for Incorporated Village of Freeport municipal purposes; and,
2. The Incorporated Village of Freeport has no plans to utilize the premises for further municipal purposes and therefore is deemed surplus; and,
3. An offer of \$49,000,000.00 has been submitted by PDC Northeast LPIV, LLC. \$48,000,000.00 to the Incorporated Village of Freeport and \$500,000.00 granted to the Freeport Fire Department and \$500,000.00 granted to the Freeport Police Department; and,

4. The offer for the premises is just and fair; and,
5. The proceeds from the sale of the property will permit a 20% tax reduction to all Village residents and business over a four (4) year period with an additional 320 jobs to Village of Freeport residents.
6. All conditions within the Contract of Sale must be met prior to the closing upon the properties.; and,

**BE IT FURTHER RESOLVED** that the sale and transfer of the properties known as and by Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; Section 55, Block 190, Lots 51-55, also known as and by 3, 17-33 Buffalo Avenue and 20-36 Albany Avenue, also known as and by “Old Moxey Rigby,” Freeport, New York, also known as 80-84 Albany Avenue, Freeport, New York and also known as and by Cleveland Avenue Field shall be governed by the attached contract, which is hereby made part of this resolution; and,

**BE IT FURTHER RESOLVED** that the Mayor and/or his authorized representative be and is hereby authorized to sign any and all agreements, to a retroactive date of June 20, 2022, to effectuate this sale and transfer upon the terms and conditions as stated within the attached contract and stated within this resolution.

The Clerk polled the Board as follows:

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

# EXHIBIT A

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

**DIRECTIVE**

TO: Howard E. Colton, Village Attorney June 2, 2020  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 1, 2020:

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

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

**WHEREAS**, the proposed action is a unlisted action, to wit: the purchase of 80-84 Albany Avenue, Freeport, New York, Section 55, Block 190, Lots 51 through 55, for the use of municipal purposes, and,

**WHEREAS**, this Board determines that the proposed action is an unlisted action as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not effect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement of any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the communities current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

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

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

---

cc:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Electric Utilities	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Recreation Center
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Deputy Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Deputy Village Clerk
<input checked="" type="checkbox"/> Claims Examiner	<input checked="" type="checkbox"/> Publicity	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> Comptroller	<input checked="" type="checkbox"/> Public Works	
<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing	

## EXHIBIT B



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

expense: and

**NOW THEREFORE BE IT RESOLVED** that, based upon the recommendation of the Village Attorney, the Mayor be and hereby is authorized to enter into an agreement for the purchase of the property known as 80-84 Albany Avenue, Freeport, New York, also known as and by Section 55, Block 190, Lots 51 through 55, for the amount of \$990,000.00.

The Clerk polled the Board as follows:

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

---

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Recreation Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Deputy Treasurer
<u>    </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Deputy Village Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u>    </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

## EXHIBIT C

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

**DIRECTIVE**

TO: Howard E. Colton, Village Attorney June 29, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 28, 2021:

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

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

**WHEREAS**, the proposed action is the purchase of real property, specifically, the parcel known as and by Section 55, Block 190, Lots 19 through 50 also known as and by 3, 17 -33 Buffalo Avenue and 20 – 36 Albany Avenue, Freeport, NY, also known as and by “Old Moxey Rigby”; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waster production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community’s current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

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

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

---

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u>        </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

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

**DIRECTIVE**

TO: Howard E. Colton, Village Attorney June 29, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 28, 2021:

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

**RESOLUTION OF BOARD OF TRUSTEES AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT OF PURCHASE OF REAL PROPERTY FROM FREEPORT HOUSING AUTHORITY FOR THE PARCEL OF REAL PROPERTY KNOWN AS AND BY SECTION 55, BLOCK 190, LOTS 19 THROUGH 50 ALSO KNOWN AS AND BY 3, 17 -33 BUFFALO AVENUE AND 20 – 36 ALBANY AVENUE, ALSO KNOWN AS AND BY “OLD MOXEY RIGBY”, FREEPORT, NEW YORK, FOR MUNICIPAL PURPOSES**

**WHEREAS**, it is in the best interest of the Incorporated Village of Freeport to purchase property within the commercial area of the Village; and

**WHEREAS**, it is the opinion of this Board that the purchase of property will stimulate economic development and revitalization in the area known as and by 3, 17 -33 Buffalo Avenue and 20 – 36 Albany Avenue, Freeport, NY; and

**WHEREAS**, the Freeport Housing Authority has offered for sale the parcel of Real Property known as and by 17 -33 Buffalo Avenue and 20 – 36 Albany Avenue, Freeport, NY also known as and by Section 55, Block 190, Lots 19 through 50, also known as and by “Old Moxey Rigby”; and

**WHEREAS**, the purchase price of \$2,000,000.00; and

**WHEREAS**, the funds for the purchase of said property will come from budget line A194002 520000 (Purchase of Land/Right of Way) pending a budget amendment or transfer to be proposed by the Village Comptroller; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is retroactively authorized to sign a contract or contracts with the Freeport Housing Authority for the purchase of the parcel of Real Property, known as and by Section 55, Block 190, Lots 19 through 50 also known as and by 3, 17 -33 Buffalo Avenue and 20 – 36 Albany Avenue, also known as and by “Old Moxey Rigby”, Freeport, NY, for the sum of \$2,000,000.00, said contracts to be in a form acceptable to the Village Attorney, and that the Mayor be further authorized to execute any and all documents necessary to implement this resolution and accept,

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

on behalf of the Incorporated Village of Freeport, such deeds as may be acceptable in form to the Village Attorney.

The Clerk polled the Board as follows:

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

---

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u>    </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u>    </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

EXHIBIT D

CONFIDENTIAL

**PURCHASE AND SALE CONTRACT ("Contract")**

This Contract is entered into as of June 20, 2022 (the "Effective Date") by **The Incorporated Village of Freeport, New York**, a political subdivision of the State of New York ("Seller"), and **PDC Northeast LPIV, LLC**, a Delaware limited liability company, and/or its assigns ("Purchaser").

**WITNESSETH:**

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following:

Land totaling approximately +/-15.49 acres located generally at 17-33 Buffalo Avenue and Cleveland Avenue in Freeport, Nassau County, New York (the "Land"), as more particularly described on Exhibit "A", together with any and all improvements situated on the Land (the "Improvements"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "Additional Interests"); all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental entity in connection with the Land or the Improvements held by or granted to Seller, its predecessors in title, and/or the agents thereof with respect to the Land or the Improvements (collectively, the "Permits"); all right, title and interest of Seller in and to all site plans, surveys, soil and sub-stratus studies, and engineering and architectural drawings, plans and specifications, in Seller's possession or control, relating to the Land (the "Plans"); all written service and maintenance contracts and other written contracts, if any, relating to the Property that Purchaser expressly agrees to assume during the Due Diligence Period (as defined below) (collectively, the "Service Contracts");

The Land and other items described in the preceding paragraph together constitute the "Property."

2. Purchase Price. The purchase price ("Purchase Price") will be \$49,000,000.00. The parties acknowledge that \$1,000,000.00 of the Purchase Price shall be deemed a donation by Purchaser to the Police Department and/or fire services of the Village of Freeport. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing (as defined below).

3. Earnest Money and Independent Consideration.

(a) Earnest Money. Within 3 business days after the Effective Date, Purchaser will deposit with Purchaser's title company ("Title Company"), the sum of \$750,000.00 as earnest money hereunder (the "Earnest Money"). The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and will become part of the Earnest Money for all purposes under this Contract. The entire Earnest Money will be applied towards the Purchase Price at Closing or will be otherwise held and disbursed as herein provided.

(b) Independent Consideration. As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of \$100.00, the receipt and sufficiency of which are hereby acknowledged. The independent consideration is non-refundable and will be applied against the Purchase Price at Closing.

{N0449071.1}

CONFIDENTIAL

4. Purchaser's Due Diligence.

(a) Purchaser shall have a period of 120 days, running from the Effective Date, to satisfy itself regarding the suitability of the Property for Purchaser's acquisition, and within which to obtain the Village Approvals as defined in Section 5 of this Contract (the "**Due Diligence Period**"). Purchaser shall have the right, at its own cost and expense (except with respect to the Title Commitment and the Survey), to investigate any and all matters related to its acquisition of the Property, including, but not limited to, Seller's ability to convey marketable and insurable title to Purchaser at Closing and the environmental conditions of the Property. Purchaser shall have the right to conduct such inspections of the Property as is reasonably necessary for its evaluation thereof (collectively, the "**Purchaser Investigations**"), including, without limitation, the right to conduct a Phase I and Phase II environmental site assessment, geotechnical probes and borings, a review of a title commitment or title report for the Property (the "**Title Commitment**"), a survey of the Property (the "**Survey**"), and other customary inspections.

(b) During the Due Diligence Period, Purchaser may object in writing (such written notice being a "**Buyer Objection Notice**") to any liens, encumbrances, and other matters reflected by the Title Commitment, the Survey or any other survey of the Property, or any updates to any of the foregoing. All such matters to which Purchaser so objects shall be "**Non-Permitted Exceptions**"; all such matters for which no such objection notice is given during the Due Diligence Period shall be "**Permitted Exceptions**". Except as otherwise provided in this paragraph, Seller may, but shall not be obligated to, at its cost, cure, remove or, with Purchaser's consent, insure around ("**Insure Around**") all Non-Permitted Exceptions (other than the Mandatory Cure Items, as defined below). Seller shall provide written notice (the "**Seller Response**") to Purchaser within ten (10) days after Purchaser receives the Buyer Objection Notice informing Purchaser of those Non-Permitted Exceptions Seller elects to cure and those Non-Permitted Exceptions Seller elects not to cure. If Seller fails to provide the Seller Response, then Seller shall be deemed to have elected not to cure any of the Non-Permitted Exceptions. If Seller elects not to cure any such Non-Permitted Exceptions in the Seller Response or fails to deliver the Seller Response, then Purchaser shall have the right to terminate this Contract within ten (10) days after receipt of the Seller Response (or ten (10) days after the deadline for the delivery of the Seller Response if Seller fails to deliver the Seller Response) by providing written notice to Seller, and if Purchaser exercises such termination right, then Title Company shall immediately return the Earnest Money to Purchaser without any additional authorizations or approvals of any kind being required, and neither party shall have any further rights or obligations under this Contract except for those which expressly survive termination. Seller shall be obligated to cause all of the Non-Permitted Exceptions Seller elects to cure in the Seller Response to be removed, cured or Insured Around on or prior to the Closing Date. If Seller does not cause all of the Non-Permitted Exceptions to be removed, cured or Insured Around on or prior to the Closing Date (other than the Mandatory Cure Items, which shall in all instances be removed, cured or Insured Around on or prior to the Closing Date), then Purchaser may elect to either (i) terminate this Contract, in which event the Title Company shall immediately return the Earnest Money to Purchaser without any additional authorizations or approvals of any kind being required, and neither party shall have any further rights or obligations under this Contract except for those which expressly survive termination, or (ii) proceed to Closing, in which event the Non-Permitted Exceptions (other than the Mandatory Cure Items) shall be Permitted Exceptions. Notwithstanding anything in this Contract to the contrary, in no event shall any mortgage, deed of trust, judgment lien, mechanic's or materialman's lien, or other lien or encumbrance securing indebtedness or removable by payment of a sum of money, or any new lien, encumbrance or other matter that is not reflected by the initial Title Commitment or the Survey but is reflected by an updated title commitment or survey, except in all cases any such lien results from acts or omissions of Purchaser or any Purchaser Consultant connection with Purchaser Investigations or otherwise (collectively, the "**Mandatory Cure Items**"), be a Permitted Exception, regardless of whether or not Purchaser objects to any such Mandatory Cure Item; provided, however, that if Purchaser approves any new lien, encumbrance or other matter in writing, such

{N0449071.1}

CONFIDENTIAL

new lien, encumbrance or other matter shall no longer constitute a Mandatory Cure Item and shall thereafter be a Permitted Exception hereunder.

(c) Purchaser shall have the right, for any or no reason, to terminate this Contract upon the delivery of notice thereof to Seller given on or before the expiration of the Due Diligence Period. Without limiting the foregoing right of Purchaser, unless Purchaser provides Seller with written notice that it elects to waive its right to terminate this Contract pursuant to this Section 4(c) on or before the expiration of the Due Diligence Period, Purchaser shall be deemed to have terminated this Contract prior to the expiration of the Due Diligence Period. If Purchaser terminates this Contract pursuant to this Section 4(c) on or prior to the forty-fifth (45<sup>th</sup>) day of the Due Diligence Period, then a portion of the Earnest Money in the amount of \$100,000.00 shall be paid to Seller, the remainder of the Earnest Money shall be immediately refunded to Purchaser without any additional authorizations or approvals of any kind being required; and upon any such termination neither party shall have any further obligation hereunder except for those obligations that expressly survive the termination of this Contract. If Purchaser terminates this Contract pursuant to this Section 4(c) after the forty-fifth (45<sup>th</sup>) day of the Due Diligence Period and on or prior to the seventy-fifth (75<sup>th</sup>) day of the Due Diligence Period, then a portion of the Earnest Money in the amount of \$250,000.00 shall be paid to Seller, the remainder of the Earnest Money shall be immediately refunded to Purchaser without any additional authorizations or approvals of any kind being required; and upon any such termination neither party shall have any further obligation hereunder except for those obligations that expressly survive the termination of this Contract. If Purchaser terminates this Contract, or is deemed to have terminated this Contract, pursuant to this Section 4(c) after the seventy-fifth (75<sup>th</sup>) day of the Due Diligence Period and prior to the expiration of the Due Diligence Period, then a portion of the Earnest Money in the amount of \$500,000.00 shall be paid to Seller, the remainder of the Earnest Money shall be immediately refunded to Purchaser without any additional authorizations or approvals of any kind being required; and upon any such termination neither party shall have any further obligation hereunder except for those obligations that expressly survive the termination of this Contract.

(d) Without limiting Purchaser's rights under Section 4(c) above, Purchaser may terminate this Contract at any time during the Due Diligence Period for any reason if the Property is not suitable for Purchaser's planned development, based upon environmental or engineering reasons. In the event that Purchaser identifies one or more environmental (including wetlands) or engineering conditions upon which it would seek to terminate this Contract, Purchaser shall send written notice to Seller prior to the expiration of the Due Diligence Period, setting forth the conditions due to which Purchaser would seek to terminate the Contract. Within seven (7) days of receipt of such notice, Seller shall inform Purchaser of whether or not Seller is willing to cure or remove the conditions identified by Purchaser. In the event that Seller elects to cure or remove the conditions, prior to Closing Seller shall remove, cure or remediate the conditions in a manner that permits Purchaser to lawfully develop and use the Property in accord with the site plan Purchaser submits to the Village of Freeport Building Department, without an increase in the cost of such development. In the event that Purchaser elects to terminate this Contract during the Due Diligence Period based upon the limited reasons specified in this Section 4(d), and in the event that Seller is unwilling or fails to cure or remedy the defects identified by Purchaser as required herein, then this Contract shall terminate. If this Contract is terminated as set forth in the preceding sentence, Title Company shall immediately return the Earnest Money to Purchaser without any additional authorizations or approvals of any kind being required, and the parties shall have no further obligation under this Contract.

(e) During the Due Diligence Period, and continuing until Closing or the earlier termination of this Contract, Purchaser and all Purchaser Consultants (defined below) shall have the right to enter onto the Property and conduct the Purchaser Investigations, upon notice to Seller. Seller shall cooperate with Purchaser to secure access to the Property at reasonable times when Purchaser's investigations do not interfere materially with the present use of the Property for athletic purposes. Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant or other third party at Purchaser's

{N0449071.1}

CONFIDENTIAL

direction (each a "**Purchaser Consultant**"), Purchaser or any Purchaser Consultant entering the Property will deliver to Seller evidence that Seller is included as an additional insured on a primary and noncontributory basis on Purchaser's or such Purchaser Consultant's liability insurance coverage issued with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than Two Million Dollars (\$2,000,000) and shall on Seller's request provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

(f) Purchaser hereby indemnifies and holds harmless Seller from and against any and all actual losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.

5. Village Approvals. Purchaser's obligation to purchase the Property and proceed to Closing (defined below) is expressly contingent upon Purchaser's receipt of all Village Approvals (defined below). For purposes of this Contract, "**Village Approvals**" shall mean all applicable Village of Freeport (the "**Village**") approvals, permits, resolutions and consents (without conditions that are unacceptable to Purchaser in its sole discretion) that are necessary to permit the development and operation of a storage warehouse, fulfillment center and industrial distribution facility ("**Purchaser's Use**"), including but not limited to the following: (i) a change of zone for the Property from the Board of Trustees of the Village to zoning district Industrial B; (ii) all variance and/or special permit relief from the Village Board of Zoning Appeals from the requirements of the zoning code in general, necessary to permit Purchaser's Use in accordance with Purchaser's site plan; and (iii) site plan approval issued by the Village Site Plan Review Board and any other applicable Village board or department, approving Purchaser's site plan, which site plan shall be in form and substance acceptable to Purchaser. It is expressly understood by the parties that the Village Approvals do not include any approval or permit required by any state, county, town and/or local agency, board or department or any water or sewer district or utility provider (collectively, "**Other Agencies**") other than Seller and the Village (and the boards and departments thereof). Closing is not conditioned on Purchaser's receipt of an administrative building permit from Seller authorizing the construction for Purchaser's Use.

The Village Approvals shall not be deemed received by Purchaser unless and until the requisite time periods to appeal or otherwise contest all Village Approvals have expired, and in the event such appeal(s) or contest(s) have been filed, then the appeal(s) or contest(s) must be resolved pursuant to final non-appealable court order(s) or otherwise in a manner satisfactory to Purchaser and with no conditions that are unacceptable to Purchaser, in its sole and absolute discretion (collectively, "**Village Approvals Criteria**").

(a) In furtherance of the provisions of this Section 5, and without limiting the generality thereof, Seller agrees that Purchaser shall be authorized, on behalf of Seller as the owner of the Property, to attend and appear before any Village board or department or Other Agencies relating to Purchaser's Use. Further, Seller shall cooperate with Purchaser in the prosecution of applications ("**Village Applications**") to obtain the Village Approvals and applications (the "**Other Agencies Applications**") to obtain permits, licenses, approvals, authorizations, benefits, subsidies, tax incentives, and grants from all Other Agencies

{N0449071.1}

CONFIDENTIAL

with respect to Purchaser's Use. Seller shall execute and authorize the filing of all Village Applications and Other Agencies Applications.

(b) Within 14 days of the Effective Date, Purchaser shall retain Bohler Engineering or another qualified engineer to perform survey and engineering work and site plan preparation for Purchaser's Use. Purchaser shall give notice to Seller that it has retained such engineer and commissioned such engineer for such purposes promptly upon retaining the same. Purchaser shall thereafter work with such engineer in good faith to prepare the site plan and building permit application to be filed with the Village of Freeport Building Department within 90 days after the Effective Date (the "**Submittal Deadline**"), subject to Purchaser's right to extend the Submittal Deadline for one period of 30 days by delivering written notice thereof to Seller prior to the expiration of the original Submittal Deadline so long as Purchaser is diligently continuing the preparation of the site plan and building permit application.

(c) Purchaser shall have a period of 120 days from the Effective Date to secure the Village Approvals (the "**Village Approvals Period**"). If, prior to the expiration of the Village Approvals Period, Purchaser has not secured all Village Approvals, Purchaser may extend the Village Approvals Period by an additional period not to exceed 30 days ("**Extended Village Approvals Period**"). If for any reason Purchaser has not obtained the Village Approvals or determines that it will be unable to obtain any of the Village Approvals, or if any of the Village Applications are denied, Purchaser may terminate this Contract at any time prior to the expiration of the Village Approvals Period or the Extended Village Approvals Period (as the case may be) by sending written notice to Seller, and this Contract shall be deemed to be terminated as of the date of such notice, Title Company shall immediately return the Earnest Money to Purchaser, and the parties shall have no further obligation under this Contract.

(d) In the event that any of the Village Approvals are appealed or otherwise contested, Purchaser, by written notice to Seller, may extend the Village Approvals Period and/or the Extended Village Approvals Period (as the case may be) for such periods of time as Purchaser elects in its sole discretion.

6. Parkland Easement/Seller's Litigation

(a) In addition to the receipt of the Village Approvals, Purchaser's obligation to close title is contingent upon Seller's removal of an existing alleged "surface easement" allegedly affecting the Property (the "**Surface Easement Removal**") issued in favor of the Freeport Union Free School District (the "**School District**"). Such removal may take the form of an unappealable judgment of a court of competent jurisdiction, the enactment of legislation by the State Legislature on the matter or any other form evidencing the removal of such alleged easement as approved by Purchaser and Title Company in their respective sole and absolute discretion.

(b) The parties acknowledge that Seller has disclosed to Purchaser that Seller is a party to an action pending in the Supreme Court, Nassau County, against the School District (the "**Pending Litigation**"), wherein Seller seeks a declaratory judgment to remove the alleged "surface easement" held by the School District.

(c) If Seller has not secured the Surface Easement Removal, in a form approved by Purchaser and Title Company, within 120 days of the execution of this Contract, then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated and, the Earnest Money will be automatically refunded to Purchaser without the need for any other authorizations or approvals, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder.

(d) If Purchaser does not elect to terminate this Contract pursuant to the termination right set forth in Section 6(c) above, the Contract shall remain in full force and effect for three additional 90-day

{N0449071.1}

CONFIDENTIAL

periods (each, an “**Extended Litigation Period**”), at the conclusion of which in each instance, Purchaser shall have the same termination right set forth in Section 6(c) above. If Seller does not secure the Surface Easement Removal, in a form approved by Purchaser and Title Company, prior to the expiration of the final Extended Litigation Period, then this Contract shall automatically terminate, the Earnest Money will be refunded to Purchaser without the need for any other authorizations or approvals, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder, unless the parties mutually agree to an extension of the Contract beyond the final Extended Litigation Period.

(e) Notwithstanding the foregoing, if the outcome of the Surface Easement Removal and/or the Pending Litigation (regardless of Title Company’s removal of the surface easement from the Title Commitment) results in the imposition of any condition, limitation, requirement or regulation that would adversely affect Purchaser’s ability to develop or operate the Property for Purchaser’s Use, as determined by Purchaser in its sole and absolute discretion, then Purchaser shall have the right to terminate this Contract, after which Title Company shall refund to Purchaser its Earnest Money deposit, and the parties shall have no further obligation under this Contract.

(f) Notwithstanding the foregoing, Purchaser shall diligently perform its due diligence investigations and shall diligently prosecute its applications for the Village Approvals, and shall perform its obligations under this Contract, and shall not delay, or fail to perform, any duty enjoined upon it under this Contract, due to the Pending Litigation or due to Seller’s temporary inability to remove the “surface easement”. Seller shall give written notice to Purchaser promptly upon the Surface Easement Removal.

7. Alienation. As a condition to Closing, Seller shall provide proof demonstrating the State Legislature has passed, and the governor has signed, legislation authorizing the alienation the Property as parkland (the “**Alienation Approval**”). From time to time, Seller shall inform Purchaser of Seller’s efforts to secure the enactment of the requisite alienation legislation and shall provide Purchaser with the Assembly and Senate bill numbers and other pertinent information that will allow Purchaser to monitor the legislative process related to the enactment of the alienation legislation. If Seller has not delivered the Alienation Approval by the expiration of the Due Diligence Period, Purchaser shall have the right to terminate this Contract by providing written notice thereof to Seller, in which event the Earnest Money will be refunded to Purchaser without the need for any other authorizations or approvals, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder.

8. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions. Seller further covenants to Purchaser that the Property will be transferred to Purchaser free and clear of any management, service or other contractual obligations, other than those disclosed to and approved in writing by Purchaser, in each case prior to the expiration of the Due Diligence Period.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

CONFIDENTIAL

Seller hereby further represents, warrants and covenants to Purchaser as follows:

(a) No Actions. Except as set forth in Section 6, there are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any applicable law, ordinance or regulation, or result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. This Contract has been duly executed by Seller. No consent of any lender or any other party is required for Seller to enter into this Contract or perform its obligations hereunder. This Contract constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) operate, maintain and manage the Property in the same manner as operated, maintained and managed heretofore; (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and (iii) maintain its existing insurance policies for the Property.

(d) No Rezoning. Seller covenants that except as provided in Section 5 and otherwise requested or approved by Purchaser in its sole and absolute discretion, Seller will not initiate, seek, permit or approve any rezoning of the Property.

(e) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent. Seller represents that there are no leases, licenses or other agreements under which any person other than Seller has the right to occupy the Property. No person occupies the Property or any portion thereof other than Seller.

(f) Agreements. Seller is not a party to any service or other contracts affecting the Property.

(g) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(h) Environmental.

(1) **"Environmental Requirements"** means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C.

{N0449071.1}

CONFIDENTIAL

§ 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. "**Hazardous Materials**" means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, mold, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements.

(2) To the best knowledge of Seller, during the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best knowledge of Seller, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best knowledge of Seller, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of Hazardous Materials, or sumps, clarifiers, or on-site wells.

(4) To the best knowledge of Seller, there have been no Hazardous Materials on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

(5) Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action or (iii) any release or threatened release of a Hazardous Material. "**Remedial Action**" means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(6) Seller has not received any written or oral communication alleging that, with respect to the Property, Seller is in violation of any Environmental Requirement or is otherwise subject to liability under any Environmental Requirement.

(7) Seller has fully complied with the applicable requirements of SEQRA in connection with the execution and delivery of this Contract.

(8) Seller will indemnify, defend and hold Purchaser harmless from any claims, causes of action, losses, damages, demands, judgments, settlements, fines, penalties, expenses and liabilities of every kind, including all expenses of litigation and attorneys' fees: (i) arising from a breach of any Seller representation or warranty set forth in this Contract; (ii) arising from a breach or default under any covenants or agreements set forth in this Contract; or (iii) incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements.

CONFIDENTIAL

(i) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting or contemplated against the Property.

(j) OFAC Compliance. Seller has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(k) Seller's Deliveries. Within 3 business days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser, correct and complete copies of those items set forth on Exhibit "E" attached hereto and incorporated herein by reference, but only to the extent in Seller's possession or control, with respect to the Property (collectively, the "Seller's Deliveries"). The Seller's Deliveries will be complete copies thereon in Seller's possession or control.

(l) Untrue Statement. None of the representations, warranties or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading. Seller shall notify Purchaser if any of Seller's representations or warranties under this Contract are or become untrue promptly upon Seller's discovery thereof.

9. Closing Conditions: Purchaser's purchase of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "Closing Conditions"):

(a) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be performed by Seller hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(c) Condition of Property. At Closing, title to the Property will be in the condition required by this Contract and Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser. Purchaser shall accept the Property with all existing improvements thereon and shall be solely responsible for the removal/demolition of any structures or improvements following the Closing of title. The Property will be vacant and unoccupied, and unencumbered by any leases, licenses or other similar agreements at Closing.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own and control the Property and develop the Property for Purchaser's Use.

(e) Receipt of Village Approvals. Purchaser will have received all Village Approvals in accordance with Section 5 above.

CONFIDENTIAL

(f) Alienation. The State Legislature shall have passed, and the governor shall have signed, legislation permitting the alienation of the Property as parkland.

(g) Surface Easement Removal; Pending Litigation. Seller shall have obtained (i) the Surface Easement Removal in accordance with Section 6 of this Contract and (ii) a final, non-appealable judgment with respect to the Pending Litigation to the effect that the School District has no right, title and interest in and to the Property and the alleged "surface easement" is of no force and effect and otherwise in accordance with the provisions of Section 6 of this Contract.

If any Closing Condition has not been satisfied as of the Closing Date, then Purchaser shall have the right to either (i) terminate this Contract upon the delivery of notice thereof to Seller, (ii) proceed to close on the transaction contemplated hereby; or (iii) if such failure constitutes a default by Seller under this Contract, exercise Purchaser's remedies hereunder. If Purchaser terminates this Contract pursuant to clause (i) above, then the Earnest Money shall be immediately refunded to Purchaser without any additional authorizations or approvals of any kind required; and upon any such termination neither party shall have any further obligation hereunder except as otherwise provided herein.

10. Closing. The closing ("**Closing**") will take place through an escrow with the Title Company on the date ("**Closing Date**") that is 30 days after the latest to occur of (a) the end of the Due Diligence Period, (b) the end of the Village Approvals Period, as the same may be extended by the Extended Village Approvals Period, or (c) the Surface Easement Removal is obtained and the Pending Litigation concluded in the manner provided for in this Contract; provided, however, that if such date is not a business day, then the Closing Date shall be the next business day thereafter. A party to this Contract will not be required to be present in person at the Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing; provided, that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Contract. The attorneys of each party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their respective clients.

11. Seller's Obligations at Closing. At the Closing, Seller will furnish or deliver, or cause to be furnished or delivered into escrow with Title Company, at Seller's expense, the following instruments and documents, duly executed and notarized (as applicable):

(a) Deed. A Warranty Deed covering the Property (the "**Deed**"), in the form attached as Exhibit "B" hereto, which Deed will convey to Purchaser, its designee and/or its assigns good and marketable fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. An ALTA Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by Title Company, insuring good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions, and further:

(i) Seller will comply with all Schedule B General Requirements (and equivalents) reflected on the Title Commitment and such requirements will be removed;

(ii) All standard exceptions reflected on the Title Commitment will be removed;

(iii) There will be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the Survey; and

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(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(c) Bill of Sale. A bill of sale in the form attached as **Exhibit "C"** hereto.

(d) Transfer Tax Declarations. Transfer tax declarations in the form required by applicable governmental authorities.

(e) Seller's Representations Certificate. A certificate indicating that Seller's representations and warranties are true and correct as of the Closing Date.

(f) Seller's Affidavit. A seller's affidavit of title in Title Company's standard form.

(g) Evidence of Authority. Such documents as may be reasonably required by Purchaser or Title Company evidencing the status and capacity of Seller, the compliance by all parties with Seller's applicable contracting procedures, the due approval by all necessary municipal bodies or officers of the transactions contemplated herein, and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(h) [Reserved]

(i) Closing Statement. A closing statement setting forth the applicable closing adjustments.

(j) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the Purchase Price for payment to the Internal Revenue Service.

(k) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction, in form and substance reasonably acceptable to Seller.

(l) Possession. Possession of the Property shall be delivered at Closing.

12. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver into escrow with Title Company, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price, as adjusted by the provisions of Section 13.

(b) Purchaser's Counterparts. Executed counterparts of any necessary transfer tax declarations and the closing statement.

(c) Evidence of Authority. Such documents as may be reasonably required by Seller or Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(d) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction, in form and substance reasonably acceptable to Purchaser.

13. Costs and Adjustments.

(a) Taxes and Closing Costs. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities will be prorated between Purchaser and Seller on the basis of the latest

{N0449071.1}

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available tax assessments. The apportionment of taxes will be upon the basis of the tax rate for the current year of Closing (or the preceding year if the current year's statements are not available) applied to the latest assessed valuation. Adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within 30 days of receipt of such tax statements for the year of Closing. Notwithstanding the foregoing, Seller will be responsible for and will indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with Title Company an amount determined by Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for (1) the fees and expenses of their respective attorneys, (2) one-half of the escrow fees charged by Title Company, and (3) one-half of the Survey costs. Seller will pay for the costs of (i) the tax certificates, (ii) all documentary and other real estate transfer and excise taxes payable in connection with the sale of the Property and recordation of the Deed; (iii) all recording fees; and (iv) the Title Policy. Purchaser will pay the premium for any endorsements Purchaser desires to obtain to the Title Policy. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in Nassau County, New York, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, rentals, public utility charges, maintenance and service charges and all other normal operating charges of the Property will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(c) Adjustments. If any adjustments pursuant to this Section 13 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

(d) Seller's Legal Fees. Purchaser shall reimburse Seller for the payment of the legal fees not to exceed \$5,000 incurred by Seller's retention of special counsel in connection with this transaction.

14. Indemnification.

(a) Seller agrees to indemnify, defend and hold Purchaser harmless of and from any and all liabilities, claims, causes of action, losses, damages, judgments, settlements, fines, penalties, demands and expenses, of any kind or nature, including, but not limited to, court costs and reasonable attorneys' fees, arising or attributable to (i) events, facts or conditions arising or occurring during the period prior to the Closing Date and which are in any way related to Seller's ownership, maintenance or operation of the Property, and all expenses related thereto, and (ii) Seller's breach of the representations and warranties or covenants set forth in this Contract, in each case except to the extent caused by the gross negligence or willful misconduct of Purchaser.

(b) Purchaser agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, causes of action, losses, damages, judgments, settlements, fines, penalties, demands and expenses, of any kind or nature, including, but not limited to, court costs and reasonable attorneys' fees, arising or attributable to events, facts or conditions first arising or first occurring on or subsequent to the

{N0449071.1}

CONFIDENTIAL

Closing Date and which are in any way related to Purchaser's ownership, maintenance or operation of the Property, except to the extent caused by the gross negligence or willful misconduct of Seller.

(c) The provisions of this Section 14 shall survive Closing for a period of one (1) year.

15. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: (1) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (2) in the event of a casualty, taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a "Material Event" (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use of the Property.

16. Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be in writing and will be delivered (except as otherwise provided in this Contract) (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above, and in all such events, properly addressed to the addresses set forth below. Except where otherwise expressly provided to the contrary, notice is deemed given upon delivery (or, (i) in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing, and (ii) in the case of delivery via the method described in (d), the date and time of email transmittal), or when delivery is refused. Either party may change its notice address by giving notice in the manner set forth above. Notices may be given by counsel for the parties described above, and such notices shall be deemed given by said party for all purposes hereunder. Notices shall be sent to the parties as follows:

Purchaser's Address: PDC Northeast LP IV, LLC  
2442 Dupont Drive  
Irvine, California, 92612  
Attention: Johan Henriksen  
Email: jhenriksen@panattoni.com and  
bbullen@panattoni.com

With a copy to:

Thompson Coburn LLP  
One US Bank Plaza  
Suite 2700  
St. Louis, Missouri 63101  
Attn: Matthew R. Buesching  
Email: mbuesching@thompsoncoburn.com

CONFIDENTIAL

Seller's Address: Mayor Robert Kennedy  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520  
Email: rkennedy@freeporntny.gov

With a copy to:

Village Attorney  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520  
Attn: Howard E. Colton, Village Attorney  
Email: hcolton@freeporntny.gov

17. Remedies.

(a) If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller and Purchaser may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations; or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. In the event of Seller's willful default, Purchaser may recover from Seller, in addition to its right to receive a refund of the Earnest Money, its direct and actual out-of-pocket expenses and costs in connection with this transaction (including, without limitation, the costs of pursuing and obtaining the Village Approvals). Notwithstanding anything to the contrary contained herein, an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within 10 days after receipt of notice from Purchaser of such default, except that such cure period shall not apply to Seller's failure to close on the Closing Date.

(b) If Purchaser fails to close the transaction contemplated hereunder in breach of Purchaser's obligations hereunder, such failure will be an event of default by Purchaser ("**Purchaser Default**") and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from Title Company the Earnest Money deposited with Title Company as liquidated damages. Notwithstanding anything to the contrary contained herein, a Purchaser Default will not be deemed to have occurred unless and until Purchaser has failed to cure within 10 days after receipt of notice from Seller of such default, except that such cure period shall not apply to Purchaser's failure to close on the Closing Date. The Earnest Money is agreed upon by and between Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies will in any case be collectible, enforceable or available to Seller against Purchaser, and Seller will accept the Earnest Money as Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled.

18. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state of New York and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will

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include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. If it becomes necessary for either party to file a suit to enforce this Contract or any terms contained herein, the prevailing party may recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(g) Real Estate Commission. Each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not market the property, solicit offers or negotiate or enter into, any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

(i) Assignment. Purchaser may, at its option and at any time during this Contract, assign this Contract to Carl D. Panattoni, Adon Panattoni, the Panattoni Living Trust dated April 8, 1998, Panattoni Development Company, Inc. or any affiliate of any of the foregoing, or any entity directly or indirectly owned in part or controlled by any of the foregoing, or to any party with which any of the above-referenced parties or affiliates have entered into a development agreement for the Property, each without the consent of Seller, provided that such assignee agrees in writing to be bound by all of Purchaser's obligations hereunder. Purchaser may not assign this Contract to any other party without the consent of Seller, not to be unreasonably withheld, conditioned or delayed.

(j) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday,

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Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday. As used in this Contract, "**business day**" means any day that is not a Saturday, Sunday, federal holiday or federal legal holiday.

(k) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(l) Waiver of Consequential Damages; Limitations on Damages. Notwithstanding any provision in this Contract to the contrary, but subject to Section 14(a) hereof, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, diminution in value, punitive damages or incidental damages except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract. Seller agrees that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of the Purchaser or any assignee or affiliate of Purchaser shall be personally liable under this Contract and Seller shall look solely to the assets of Purchaser, for the payment of any claim or for the performance of any obligation of Purchaser under this Contract.

(m) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

(n) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

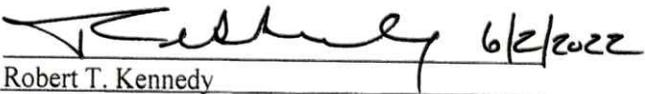
(o) Confidentiality. Prior to Closing, the terms of this Contract, Purchaser's interest in purchasing the Property, the results of any tests and inspections performed by or on behalf of Purchaser, and any information provided by Seller to Purchaser pursuant to the terms of this Contract, shall be kept and maintained confidential and shall not be disclosed by either party to any third party without the prior written consent of the other party. This provision shall not prohibit disclosures (a) to the parties' respective attorneys, affiliates, accountants, brokers, capital sources, prospective end users, consultants, contractors, employees, officers, owners or other agents (the "**Representatives**"), provided such parties are directed to maintain the confidentiality of the terms hereof, (b) to establish the rights of either party hereunder, or (c) as compelled by legal process or required by law or an order or requirement of a court, administrative agency or governmental body, provided that the disclosing party hereto shall notify the other party hereto of the facts thereof in writing sufficiently in advance of such disclosure requirement so as to enable the other party hereto to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the other party hereto, shall reasonably cooperate with the other party hereto (at the cost and expense of solely the other party hereto) to obtain such protective order or other appropriate remedy. No communication, press release or announcement to the public regarding (i) the existence of this Contract, (ii) the transactions contemplated herein, or (iii) the identity of Purchaser or its constituent members, partners, officers, directors, principals or employees shall be issued or made by Seller without the prior written consent of Purchaser.

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EXECUTED to be effective as of the Effective Date.

**SELLER:**

**The Incorporated Village of Freeport**, a Political  
Subdivision of the State of New York

By:  6/2/2022  
Name: Robert T. Kennedy  
Title: Mayor

**PURCHASER:**

**PDC NORTHEAST LPIV, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Johan Henriksen  
Title: Local Partner

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**EXECUTED** to be effective as of the Effective Date.

**SELLER:**

**The Incorporated Village of Freeport, a Political  
Subdivision of the State of New York**

By: \_\_\_\_\_  
Name: Robert F. Kennedy  
Title: Mayor

**PURCHASER:**

**PDC NORTHEAST LPIV, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Johan Henriksen  
Title: Local Partner

*June 20, 2022*

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**EXHIBIT "A"**

**Description of the Land**



Tax Parcel ID Nos. 55 H 03720; 55 190 00510 and 55 190 00630

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**EXHIBIT "B"**

**Form of Deed**

Form 8002 Bargain and Sale Deed, with Covenant against Grantor's Acts -- Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the \_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_

**BETWEEN THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK**, a political subdivision of the State of New York, having its principal office at 46 North Ocean Avenue, Freeport, NY 11520

party of the first part, and

\_\_\_\_\_, a \_\_\_\_\_, having its principal office at \_\_\_\_\_

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Freeport, Nassau County and State of New York, bounded and described as follows:

[INSERT LEGAL DESCRIPTION]

Being and intended to be the same premises that was conveyed to the party of the first part by [deed] dated \_\_\_\_\_, recorded on \_\_\_\_\_, in the \_\_\_\_\_ as [Instrument No.] \_\_\_\_\_.

Said property being known as [INSERT ADDRESS].

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

[DELETE IF NOT APPLICABLE: AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.]

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

The conveyance evidenced by this Deed has been duly authorized by the Board of Trustees of the The Incorporated Village Of Freeport, New York at a Meeting duly noticed hand held on \_\_\_\_\_, 20\_\_ with a Quorum present.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

**The Incorporated Village of Freeport,**  
a Political Subdivision of the State of New York

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_, ss.  
On the \_\_\_ day of \_\_\_\_\_ in the year 20 \_\_, before  
me, the undersigned, personally appeared, \_\_\_\_\_  
personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual(s) whose name(s) is (are) subscribed  
to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their capacity(ies), and that by  
his/her/their signature(s) on the instrument, the individual(s), or the  
person on behalf of which the individual(s) acted, executed the  
instrument.

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared \_\_\_\_\_,  
the \_\_\_\_\_  
subscribing witness to the foregoing instrument, with whom I am  
personally acquainted, who, being by me duly sworn, did depose  
and say that he/she/they reside(s) in \_\_\_\_\_

(If the place of residence is in a city, include the street and street number if any,  
thereof); that he/she/they know(s) \_\_\_\_\_

to be the individual described in and who executed the foregoing  
instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed  
his/her/their name(s) as a witness thereto

[add the following if the acknowledgment is taken outside NY State]  
and that said subscribing witness made such appearance before  
the undersigned in the (insert the city or other political subdivision  
and the State or country or other place the proof was taken).

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_, ss.  
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,  
before me, the undersigned, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual(s) whose name(s) is (are) subscribed  
to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their capacity(ies), and that by  
his/her/their signature(s) on the instrument, the individual(s), or the  
person on behalf of which the individual(s) acted, executed the  
instrument

[add the following if the acknowledgment is taken outside NY State]  
and that said individual made such appearance before the  
undersigned in the (insert the city or other political subdivision and the  
State or country or other place the acknowledgment was taken).

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,  
before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say  
that he resides at \_\_\_\_\_  
that he is the \_\_\_\_\_  
of \_\_\_\_\_

the corporation described in and which executed the foregoing  
instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was  
so affixed by order of the board of directors of said corporation,  
and that he signed his name thereto by like order.

# Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. \_\_\_\_\_

THE INCORPORATED VILLAGE OF FREEPORT  
TO

\_\_\_\_\_

DISTRIBUTED BY

\_\_\_\_\_ TITLE INSURANCE COMPANY

SECTION: \_\_\_\_\_

BLOCK: \_\_\_\_\_

LOT: \_\_\_\_\_

COUNTY OR TOWN: \_\_\_\_\_

**RETURN BY MAIL TO:**

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

**EXHIBIT "C"**

**Form of Bill of Sale**

THIS BILL OF SALE (this "Bill of Sale") is executed and delivered as of \_\_\_\_\_, 202\_\_, by THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, a political subdivision of the State of New York ("Seller") for the benefit of [\_\_\_\_\_] a [\_\_\_\_\_] ("Purchaser"). The following recitals form the basis for this Bill of Sale and is made a material part hereof:

A. Seller has conveyed to Purchaser all of Seller's right, title and interest in and to the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Purchaser's agreement to acquire the Property is conditioned upon Seller's delivery of this Bill of Sale to Purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees as follows:

1. Conveyance of Tangible and Intangible Personal Property. Seller does by these presents Grant, Sell, Assign, Transfer, Convey, and Deliver unto the said Purchaser, all of Seller's right, title and interest in and to all tangible and intangible personal property pertaining to, located at or used in connection with the Property.

2. Miscellaneous. This Bill of Sale shall inure to the benefit of Purchaser, its successors and assigns, and shall be binding upon Seller, its successors and assigns. This Bill of Sale may be executed by facsimile or electronic transmission or image (including, without limitation, "pdf", "tif", "jpg", DocuSign or similar format), in which such case such faxed or electronically transmitted or imaged signatures shall be deemed originals. This Bill of Sale shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on the date first set forth above.

SELLER:

THE INCORPORATED VILLAGE OF FREEPORT,  
a Political Subdivision of the State of New York

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[INSERT THE LEGAL DESCRIPTION OF THE LAND AS EXHIBIT A]

**EXHIBIT "D"**

**[Reserved]**

## **EXHIBIT "E"**

### **Seller's Deliveries**

1. All contracts affecting the Property;
2. All leases, tenancy agreements, occupancy agreements, licenses, farming agreements, oil, gas or other mineral leases or any other agreement granting to any third person the right to use, occupy, farm, extract oil, gas or minerals or otherwise enter onto the Property or any portion thereof;
3. All real estate tax bills for the prior year and copies of any notice of change in assessed value or tax rate for the Property, together with any other annualized operating expense documentation;
4. Seller's most recent survey of the Property;
5. Seller's title policy and any title commitments, together with all exception documents set forth therein;
6. Any declarations of covenants, conditions and restrictions, reciprocal easement agreements or similar agreements governing access and easements upon or benefiting the Property;
7. All documentation relative to the zoning classification, special use permits and zoning or other land use restrictions imposed upon or in respect to the Property;
8. Certificates of occupancy and all other governmental licenses and permits issued in respect to or required for the present use and occupancy of the Property;
9. Any notifications received by Seller asserting that the Property, or any portion thereof, does not comply with any law, rule, regulation, order, code, permit or other legal requirement;
10. Any materials pertaining to access to and from the Property, including any information regarding any potential road widening affecting the Property;
11. All environmental reports relating to the Property or any portion thereof (including, without limitation, any wetlands studies, archaeological studies and endangered species studies) and information regarding pesticides and chemicals used at the Property; together with Seller's authorization to allow the firm preparing the same (if contracted with Seller) to provide copies thereof to Purchaser and Purchaser's attorneys, lenders and other consultants;
12. All topographical studies of the Property relating to the Property or any portion thereof; together with Seller's authorization to allow the firm preparing the same (if contracted with Seller) to provide copies thereof to Purchaser and Purchaser's attorneys, lenders and other consultants;
13. All studies of the soil (including soil boring logs), geotechnical and other subsurface conditions relating to the Property or any portion thereof; together with Seller's authorization to allow the firm preparing the same (if contracted with Seller) to provide copies thereof to Purchaser and Purchaser's attorneys, lenders and other consultants;

14. All development agreements, development approvals, development plans and similar documents, annexation agreements, transportation rights agreements and other comparable agreements affecting the Property;

15. All site plans, building plans, plans and specifications, signage criteria, construction contracts, architectural agreements and engineering agreements pertaining the Property or any component part thereof;

16. Any correspondence with lien claimants with respect to any claimed or existing liens with respect to the Property;

17. Any other third party tests and reports pertaining to the Property to the extent not otherwise covered in this **Exhibit "E"**; and

18. Copies of any other materials in Seller's possession or control relating in any way to the Property or the development, maintenance or operation thereof.



March 9, 2022

Mr. Robert Kennedy  
Village of Freeport  
46 N Ocean Ave  
Freeport, NY 11520  
Re: Purchase Offer – Cleveland Avenue Field

Dear Mr. Robert Kennedy:

I am pleased to make the following revised proposal for the property referenced below. The terms of the proposed purchase contract (“**Contract**”) are as follows:

- PROPERTY:** Approximately 13 acres in Buffalo Ave Freeport NY. The exact legal descriptions shall be determined by an ALTA/NSPS survey prepared by a bonded, licensed surveyor (the “**Property**”).
- SELLER:** INC VILLAGE OF FREEPORT (or record owner) (“**Seller**”)
- BUYER:** PDC Northeast LPIV, LLC (or assigns) (“**Buyer**”)
- PURCHASE PRICE:** Purchase Price shall be \$49,00,000 (\$3,076,923 per acre) (the “**Purchase Price**”) which is inclusive of a \$1MM donation to the local public safety departments.
- VIABILITY PERIOD:** Buyer will place with a title company mutually agreed upon by Buyer and Seller (the “**Escrow Agent**”) a \$550,000 earnest money deposit (“**Earnest Deposit**”) within three (3) business days of the execution of the Contract. Buyer will have a period of one hundred twenty days (120) days to perform all due diligence it deems necessary to determine the viability of the Property for Buyer’s purposes (the “**Viability Period**”). The Viability Period shall commence on the later of (i) the complete and full execution of the Contract or (ii) Buyer’s receipt of all Inspection Materials as detailed below. Buyer may elect to terminate the Contract at any time prior to the expiration of the Viability Period for any reason or no reason without recourse from Seller and receive a full refund of its Earnest Deposit. If the transaction is consummated, the Earnest Deposit shall apply toward the Purchase Price.

**CONDITIONS TO CLOSING:**

The following shall be conditions to Closing:

- Issuance of the Owner's Title Policy
- Seller compliance with representations, warranties and covenants in the Purchase and Sale Agreement.

**CLOSING:**

Closing shall occur on the later of (i) 15 days after expiration of the Viability Period or (ii) thirty (30) days after satisfaction of Conditions to Closing as detailed above, subject to Buyer's right to establish an earlier date for closing upon five (5) business days prior written notice to Seller. Buyer and Seller shall execute (or cause to be executed and delivered) at closing all reasonable and customary documents for this type of transaction.

**INSPECTION MATERIALS:**

Promptly after execution of this letter, Seller agrees to provide to Buyer the following (collectively "**Inspection Materials**") that it has in Seller's possession or control:

- 1 – Existing ALTA survey;
- 2 – Environmental reports;
- 3 – Soil boring logs & soils reports;
- 4 – Existing leases and contracts;
- 5 – Previous year tax receipts and other annualized expense documentation;
- 6 – Title reports or title policies;
- 7 – Tenant/Landlord correspondences (if any – for prospective tenants);
- 8 – Building site plans;
- 9 – Existing ECR/REA or other documents governing common areas or easements affecting the Properties;
- 10 – A schedule of any pending or incomplete tenant improvements and any unpaid tenant improvement costs or leasing commissions relating to the lease or the Properties and any unpaid pecuniary obligation to any tenant or broker has vested, accrued, or arisen or is owned by Seller;
- 11 – Any correspondence with any lien claimants either still pending or lien claimants that have received a priority determination; and
- 12 – Copies of any other materials in Seller's possession or control relating in any way to the Property or the development or operation thereof, including third party reports.

Upon full execution of this Letter, Buyer and its contractors and agents shall have full access to the Properties to conduct inspections as needed, to be coordinated with Seller provided Buyer signs a

reasonable property access agreement with Seller(s) and posts appropriate and reasonable insurance certificates listing Seller(s) as additional insured(s).

**CLOSING COSTS:**

At closing, Seller shall pay (i) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (ii) one-half of the fees and costs due Escrow Agent for its services, and (iii) one-half of the transfer tax associated with the sale of the Property.

At closing, Buyer shall pay (i) one-half of the fees and costs due Escrow Agent for its services, (ii) one-half of the transfer tax associated with the sale of the Property, and (iii) the cost of the owner's policy of title insurance.

The parties shall cause any agreement to be subject to novation to minimize the transfer taxes imposed in the event Buyer assigns to a special purpose entity at Closing

**EXCLUSIVE  
NEGOTIATIONS:**

Seller agrees that upon execution of this letter and continuing through the execution of the Contract, Seller and its agents shall cease negotiations with any existing or new prospective buyers of the Properties and agrees not to enter into any agreements concerning the sale or transfer of the Properties with any person or entity other than Buyer. Upon execution of this letter, Buyer and Seller shall negotiate in good faith to finalize the Contract.

**EXPIRATION:**

This offer shall become null and void unless accepted by March 28, 2022, at 5:00 p.m. E.T.

**BROKER'S  
COMMISSIONS:**

Seller and Buyer agree that each party is responsible for their own broker per separate agreement.

It is understood and agreed that the foregoing constitutes a letter of intent setting forth our agreement in principle with respect to the possible purchase of the Properties, but is not intended to create any contractual rights or obligations and is nonbinding except as noted below, the creation of such rights or obligations being subject to the execution of a definitive Contract. Notwithstanding the above, the Exclusive Negotiation provision contained herein shall remain binding upon both parties regardless of the outcome of the parties' negotiations.

[Remainder of page intentionally left blank]

If the foregoing correctly sets forth our agreement, please sign and return the enclosed copy of this letter.

Sincerely,



Johan Henriksen  
Panattoni Development Corporation  
2442 Dupont Drive  
Irvine, CA 92612

**Buyer:**

**Seller:**

By: 

By:

Name: Johan Henriksen

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

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

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

**Exhibit A**  
**The “Property”**

2442 Dupont Drive, Irvine, CA 92612

Exhibit A – The Property



CAM|G, Inc.  
260 Main St., Suite 103  
Northport, NY 11768  
[www.camgcorp.com](http://www.camgcorp.com)

2.28.2022

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

**Re: Total of +/- 15 acres along Buffalo Avenue in Freeport, NY (“Property”)**  
**Parcel 1:** 150 Cleveland Ave, Freeport, NY 11520 - Section 55, Block H, Lot 372 (13.0021 acres)  
**Parcel 2:** 80 Albany Ave, Freeport, NY 11520 – Section 55, Block 190, Lot 51 (.2778 acres)  
**Parcel 3:** 17-33 Buffalo Ave, Freeport, NY 11520 – Section 55, Block 190, Lot 63 (2.2101 acres)

Mayor Kennedy,

I have been authorized by Connor M. Downey (“Purchaser”) of Bluewater Property Group, LLC (BPG) to submit the following offer to purchase the above referenced Property. Included, is BPG’s firm overview highlighting their capabilities and experience.

This offer is submitted subject to change, modification or withdrawal at any time and shall not be binding until a fully negotiated contract of sale has been executed by the parties.

Please respond to this offer at your earliest. If you have any questions or comments, please feel free to contact me at my direct line below. I look forward to working with you and the Incorporated Village of Freeport on this development opportunity.

Best Regards,

**Sean M. Campbell | MBA, MS, CCIM**  
CEO, Managing Partner

CAM|G, Inc.  
Direct (267) 228-1962  
[scampbell@camgcorp.com](mailto:scampbell@camgcorp.com)

# BLUEWATER

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## PROPERTY GROUP

February 28<sup>th</sup>, 2022

Sean Campbell  
CAM G  
260 Main Street, Suite 103  
Northport, NY 11768

Via Email: [scampbell@camgcorp.com](mailto:scampbell@camgcorp.com)

RE: 150 CLEVELAND AVE, 80 ALBANY AVE, 17-33 BUFFALO AVE, FREEPORT, NY

Dear Sean:

This revised letter of intent sets forth the general terms and conditions under which Bluewater Property Group LLC and/or related entities (the "Buyer"), would be prepared to enter into a Purchase and Sale Agreement (the "Purchase Agreement") with Village of Freeport ("Seller") or related entity to be provided for the properties described below (the "Property").

**Property:** The purchase shall include 100% fee interest in the property, improvements and land including all approvals. The Property totals 15.49 AC and is located in Freeport, NY. The Property is summarized as follows:

- Section 55, Block H, Lot 372 - 13.0021 AC
- Section 55, Block 190, Lot 51 - 0.2778 AC
- Section 55, Block 190, Lot 63 - 2.2101 AC

**Purchase Price:** **\$47,250,000 (Forty-Seven Million Two Hundred Fifty Thousand Dollars)** plus or minus customary pro-rations paid in cash at the closing of the transaction ("Closing"). This offer is based upon a per acre value of +/- \$3,050,000/acre on 15.49 acres. Purchase Price shall be adjusted based on the actual land area (acreage) to be confirmed via a land survey. For example (and avoidance of doubt), should survey show actual land area of 12.0 AC, the Purchase Price would be adjusted to \$36,600,000 (Thirty-Six Million Six Hundred Thousand Dollars).

**Purchase Terms:** **1) Earnest Money:** Upon execution of a Purchase Agreement, Purchaser will deposit the sum of \$700,000 (Seven Hundred Thousand Dollars, the "Deposit") cash to the escrow agent, Land Services USA. Deposit shall be refundable until expiration of Due Diligence and will be deemed non-refundable from expiration of Due Diligence until Closing.

**2) Cash at Closing:** At Closing, the balance of the monies due to Seller shall be paid in cash.

**Due Diligence:** Buyer shall have Sixty (60) days after an executed Purchase Agreement to conduct due diligence and physical inspection of the Property. Buyer shall have the right to conduct such investigations as Buyer deems appropriate including,

without limitation, geotechnical engineering studies, wetlands delineation, Phase I environmental studies and zoning review. Seller agrees to provide Buyer copies of the due diligence items and documents described in Exhibit A, as applicable, attached hereto.

**Development Approvals:**

During the Due Diligence Period, Buyer intends to proceed with the entitlement and land use approval process required to accommodate its proposed development plan: a warehouse / distribution building with associated improvements. Buyer shall have the right to immediately commence with entitlement and land use approvals with any and all local, state or federal agencies with jurisdictional oversight of the Property. Seller will reasonably cooperate with Buyer in its efforts to gain the jurisdictional approvals for its proposed development plan including any zoning changes or variances, site plan approvals, subdivisions and environmental approvals (the "Development Approvals"), all of which shall be non-binding on Seller until Closing. Buyer will provide Seller with periodic reports of its progress on these approvals.

**Size Contingency:**

Based on information provided, Buyer has assumed that the Property is 15.49 total acres and Purchase Price is conditioned upon confirming this land size. Buyer shall confirm acreage via a land survey as part of Due Diligence as noted in Purchase Price section.

**Zoning Contingency:**

Buyer understands that Seller is the Village of Freeport and has the ability to re-zone the Property to and Industrial B District, which would allow warehouse and distribution use by-right with up to 75% lot coverage and required yard setbacks as determined by the Industrial B District in Village of Freeport's Building and Zoning Code. The completed re-zoning of the Property to Industrial B shall be a condition of Closing. It is assumed that once this re-zoning is completed, it is assumed that the application shall be an as-of-right application to the Planning Board.

**Notice of Intent to Proceed:**

On or before expiration of Due Diligence, Buyer shall provide to Seller a notice ("Notice") of its intent to proceed to Closing. If Buyer does not provide this notice to Seller, it shall be deemed that Buyer will not proceed with the transaction and the Deposit shall be refunded.

**Closing:**

The Closing shall occur no later than thirty (30) days after the expiration of the Due Diligence or such time as mutually agreed upon. Closing shall be conditioned upon receipt of the rezoning of the Property to Industrial B District and clean Due Diligence.

**Closing Costs:**

At the close of escrow, Seller shall pay its specific costs associated with the transaction including the cost of all transfer taxes and costs to record any releases of record liens. Buyer shall be responsible for all title company fees and recording fees, and costs to provide any updated ALTA surveys, the ALTA Title Policy premium and any endorsements. Each party shall pay its own fees and expenses of its attorneys and other consultants.

- Brokers:** The only broker involved in the purchase and sale of the Property is Sean Campbell of Campbell Asset Management Group, Inc. Buyer shall be responsible for the payment of a market commission per a separate agreement. Buyer and Seller represent to each other that other than as specified above, no other brokers are entitled to a commission with respect to this contemplated transaction.
- Purchase Agreement:** Within five (5) business days after execution of this Letter of Intent, Buyer will deliver to Seller a form Purchase Agreement for its review and approval. The Purchase Agreement shall contain customary conditions and provisions negotiated between Buyer and Seller.
- Exclusivity:** Seller agrees (a) to discontinue active marketing of the Property and any current negotiations for the sale of the Property, (b) not to enter into any new negotiations with any third parties for the sale of the Property, and (c) not to solicit purchase offers for the Property from other parties from the date this Letter is countersigned unless Buyer does not proceed to Closing. This paragraph constitutes the binding obligation of the Seller until the Purchase Agreement has been executed and delivered by both parties within 30 days of this date.
- Title Insurance:** At the Closing, Seller will deliver to Buyer a recordable bargain and sale deed with covenants against grantor's acts conveying to Buyer good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to real estate taxes for the current calendar year, which are a lien on the Property, but are not yet due and payable, and easements and restrictions of record disclosed by a title report approved by Buyer. Such title so conveyed by Seller shall be insurable under a standard ALTA Owner's Policy with a Buyer's title company, with such endorsements as shall be required by Buyer to obtain good, marketable and insurable fee simple title as summarized above. The cost of any such title insurance policy shall be paid solely by Buyer.
- Assignment:** Buyer may assign the Purchase Agreement without Seller's consent to an affiliate, development client, or an entity in which Buyer has as an economic interest.
- Confidentiality:** Both Seller and Buyer agree to keep the Purchase Price and the terms of the transaction confidential and commit not to disclose such information to third parties without the prior consent of the other party.

This letter of intent is meant to be an expression of the intent of the parties and no binding agreement shall exist between the parties until the Purchase Agreement is executed.

If the terms and conditions set forth above are satisfactory, please execute and date this letter in the space provided below and return it to Buyer on or before **5:00 P.M. EST, March 7<sup>th</sup>, 2022**.

If you have any questions, please do not hesitate to call. We look forward to working with you on this matter.

Sincerely,

Bluewater Property Group LLC



Connor M. Downey  
Vice President

Agreed and Accepted:

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

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

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

## Exhibit A "Due Diligence Items"

Available

- 1. Copies of current property tax bills and assessor's statements of current assessed values.
- 2. Statement of insurance coverage by policy type, a list of all claims against such policies over the past three years, if applicable.
- 3. Copies of plans and specifications for any Property improvements including, but not limited to, civil drawings.
- 4. Most recent Seller's issued policy of title insurance and a current title report issued by the Title Company, together with true, complete, and legible copies of all listed exceptions.
- 5. Most recent existing survey of the Property.
- 6. Copies of all leasing and brokerage agreements pursuant to which commissions remain owing or are anticipated to become owing after Closing.
- 7. Copies of all operating and management contracts, all leasing agreements and all service and maintenance agreements, and any amendments and letter agreements relating thereto.
- 8. Copies of all restrictive covenants, reciprocal easement or other private agreements relating to the Property and all agreements with adjacent property owners.
- 9. Engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil reports.
- 10. Copies of all approvals, permits and licenses from each governmental authority having jurisdiction as are necessary to permit the operation of the property pursuant to the current use. These shall include but not be limited to: environmental permits and approvals, and evidence of compliance with applicable zoning and use regulations.
- 11. A detailed summary of all recent legal actions concerning the Property, including actions taken on behalf of or against the ownership of the Property.



BEB Capital LLC  
26 Harbor Park Drive  
Port Washington, NY 11050

February 18th, 2022

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

Re: Letter of Intent  
Properties: 5 Buffalo Ave, Freeport, New York 11520

Dear Mayor Kennedy:

Subject to the execution of a mutually acceptable purchase and sale agreement (“**Purchase Agreement**”), the undersigned offers to purchase the Property located at 5 Buffalo Ave, Freeport, New York 11520 in accordance with the following terms and conditions:

1. Purchaser: An entity controlled by BEB Capital LLC, its affiliates and/or designees;
2. Property: The real property known and identified 5 Buffalo Ave, Freeport, New York 11520 (“**Real Property**”). Together with the Real Property, Purchaser is purchasing all of Seller’s rights, title and interest in all of the fixtures, improvements, leases, building plans, surveys, reports and other such materials concerning the Real Property, as well as all land use entitlements, governmental permits, and other such governmental and agency approvals as may exist concerning the Real Property (collectively the “**Property**”).
3. Purchase Price: \$46,500,000
4. Terms of Purchase: The transaction shall not be contingent upon Purchaser’s arrangement of debt financing.
5. Deposit toward Purchase Price: Within one (1) business day of the execution of the Purchase Agreement, Purchaser shall deposit into escrow with Seller’s attorney, as “**Escrow Agent**” the sum of \$2,325,000 as a refundable deposit (“**Deposit**”) toward and applied against the Purchase Price. Escrow Agent shall deposit the Deposit in an interest-bearing, federal insured attorney escrow account for the benefit of Purchaser.
6. Due Diligence:

A. Purchaser shall have thirty (30) business days following the date the last party signs the Purchase Agreement (“**Due Diligence Period**”) to perform due diligence of the Property. Seller shall fully cooperative with Purchaser in providing any and all information and documentation regarding the Property. During the Due Diligence Period, Purchaser shall have the right, upon reasonable notice to Seller and at reasonable times, (1) to inspect the Property, including without limitation, engineering, environmental, mechanical, structural, electrical, plumbing, roofing and zoning, (2) to conduct any tests, studies, and analyses including without limitation, engineering, environmental, mechanical, structural, electrical, plumbing, roofing, and zoning as are necessary in the sole and absolute discretion of Purchaser, and (3) to inspect, review, and examine all leases, insurance, surveys, municipal and governmental filings, reports and studies (including third-party reports and studies), financial books, records, and other



BEB Capital LLC  
26 Harbor Park Drive  
Port Washington, NY 11050

documents related to the Property. Purchaser shall have the right to conduct a Phase I Environmental Assessment and the subsequent right to perform a Phase II Environmental Assessment if Purchaser's Phase I Environmental Assessment recommends that a Phase II Environmental Assessment be performed.

B. Purchaser may terminate the Letter of Intent and/or Purchase Agreement at any time prior to the end of the Due Diligence Period upon written notice to Seller and Escrow Agent. Upon notice of termination, Escrow Agent shall immediately release and return the Deposit, including any accrued interest, to Purchaser whereupon the Letter of Intent and/or Purchase Agreement and all rights of Purchaser shall terminate, and neither Seller nor Purchaser shall have any further claim against the other.

7. Conditions to Close on Purchase: Standard conditions for a transaction of this type. Seller shall deliver the Property free and clear of all encumbrances.

8. Closing: Closing shall take place on or about sixty (60) days following expiration of the Due Diligence Period.

8A. Closing shall be subject to entitlement to permit building of a 250,000 SF industrial building.

9. Confidentiality: Unless the parties otherwise agree in writing, Seller and Purchaser, on behalf of themselves and their respective officers, directors, members, employees, agents, representatives, partners, subsidiaries, and affiliates, do hereby (A) acknowledge that this Letter of Intent (including the terms contained herein) and any and all discussions, documents, and other non-public information exchanged between the parties relating to the transaction contemplated by this Letter of Intent are of a confidential nature ("**Confidential Information**") and (B) agree to maintain the confidentiality of the Confidential Information; provided, however, that on an as-needed basis, the parties may disclose the Confidential Information to their officers, directors, members, employees, partners, agents, and representatives so long as prior to disclosing any Confidential Information, the parties (1) inform these others of the confidential nature of the Confidential Information, and (2) direct them to treat such information confidentially. Confidential Information includes, without limitation, (x) the fact that negotiations or discussions are taking place between the parties with regard to a possible sale of the Property and lease of the Property, (y) the content of any such negotiations or discussions, and (z) any terms, conditions, or any other facts relating to a potential purchase of the Property. Notwithstanding anything contained herein to the contrary, this confidentiality provision shall remain enforceable for a period of one (1) year after the date the last party signs this Letter of Intent ("**Confidentiality Period**"). Notwithstanding anything contained herein to the contrary, this clause shall be binding on the parties.

10. Exclusivity: Seller, on behalf of itself and its officers, directors, employees, agents, representatives, partners, subsidiaries, and affiliates, hereby agrees that it shall not, at any time during the forty-five (45) day period commencing on the date the last party signs this Letter of Intent ("**Exclusivity Period**"), directly or indirectly, (A) market or offer for purchase, sale or lease the Property or any portion thereof, (B) solicit, initiate, encourage or accept any proposals or offers from any person or entity other than Purchaser that relates to the purchase, sale or lease of the Property or any portion thereof, (C) participate, facilitate, encourage or otherwise assist with any negotiations with any person or entity other than Purchaser for the purchase, sale or lease of the Property or any portion thereof, or (D) enter into, or commit to enter into, any transaction for the purchase, sale, or lease of the Property or any portion thereof. Notwithstanding anything contained herein to the contrary, this exclusivity provision remains in full force and effect for the entire duration of the Exclusivity Period. Notwithstanding anything contained herein to the contrary, this clause shall be binding on the parties.



BEB Capital LLC  
26 Harbor Park Drive  
Port Washington, NY 11050

11. Governing Law: This Letter of Intent shall be governed by the laws of the State of New York, regardless of any jurisdiction's choice of law rules. Any and all disputes between the parties shall be brought exclusively in a state or federal court of competent jurisdiction located in New York.

12. Counterparts: This Letter of Intent may be executed by facsimile or .pdf in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement.

13. Purchase Agreement: The Purchase Agreement will incorporate such other mutually agreeable terms, provisions, exhibits, and schedules as may be necessary to consummate the transaction including without limitation, a liquidated damages clause, broker's commission, representations and warranties, 1031 Exchange, and the like. Purchaser's attorney will prepare the Purchase and Sale Agreement.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to this transaction intend this proposal shall be superseded by a Purchase Agreement. In the meantime, all parties agree to proceed in accordance with the terms and conditions outlined in this Letter of Intent. Seller acknowledges the purpose of this Letter of Intent is to allow further investigation by both parties into the feasibility of entering into a Purchase Agreement. This Letter of Intent shall not be binding on the parties except where explicitly stated otherwise.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. J. Brodsky', written in a cursive style.

Lee J. Brodsky  
Chief Executive Officer

cc: Bert E. Brodsky  
Keyvan Ghaytanchi, Esq.

Acknowledged and Agreed to:

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



BEB Capital LLC  
26 Harbor Park Drive  
Port Washington, NY 11050

January 27<sup>th</sup>, 2022

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

Re: Letter of Intent  
Properties: 5 Buffalo Ave, Freeport, New York 11520

Dear Mayor Kennedy:

Subject to the execution of a mutually acceptable purchase and sale agreement (“**Purchase Agreement**”), the undersigned offers to purchase the Property located at 5 Buffalo Ave, Freeport, New York 11520 in accordance with the following terms and conditions:

1. Purchaser: An entity controlled by BEB Capital LLC, its affiliates and/or designees;
2. Property: The real property known and identified 5 Buffalo Ave, Freeport, New York 11520 (“**Real Property**”). Together with the Real Property, Purchaser is purchasing all of Seller’s rights, title and interest in all of the fixtures, improvements, leases, building plans, surveys, reports and other such materials concerning the Real Property, as well as all land use entitlements, governmental permits, and other such governmental and agency approvals as may exist concerning the Real Property (collectively the “**Property**”).
3. Purchase Price: \$40,000,000
4. Terms of Purchase: The transaction shall not be contingent upon Purchaser’s arrangement of debt financing.
5. Deposit toward Purchase Price: Within one (1) business day of the execution of the Purchase Agreement, Purchaser shall deposit into escrow with Seller’s attorney, as “**Escrow Agent**” the sum of \$2,000,000 as a refundable deposit (“**Deposit**”) toward and applied against the Purchase Price. Escrow Agent shall deposit the Deposit in an interest-bearing, federal insured attorney escrow account for the benefit of Purchaser.
6. Due Diligence:

A. Purchaser shall have thirty (30) business days following the date the last party signs the Purchase Agreement (“**Due Diligence Period**”) to perform due diligence of the Property. Seller shall fully cooperative with Purchaser in providing any and all information and documentation regarding the Property. During the Due Diligence Period, Purchaser shall have the right, upon reasonable notice to Seller and at reasonable times, (1) to inspect the Property, including without limitation, engineering, environmental, mechanical, structural, electrical, plumbing, roofing and zoning, (2) to conduct any tests, studies, and analyses including without limitation, engineering, environmental, mechanical, structural, electrical, plumbing, roofing, and zoning as are necessary in the sole and absolute discretion of Purchaser, and (3) to inspect, review, and examine all leases, insurance, surveys, municipal and governmental filings, reports and studies (including third-party



BEB Capital LLC  
26 Harbor Park Drive  
Port Washington, NY 11050

reports and studies), financial books, records, and other documents related to the Property. Purchaser shall have the right to conduct a Phase I Environmental Assessment and the subsequent right to perform a Phase II Environmental Assessment if Purchaser's Phase I Environmental Assessment recommends that a Phase II Environmental Assessment be performed.

B. Purchaser may terminate the Letter of Intent and/or Purchase Agreement at any time prior to the end of the Due Diligence Period upon written notice to Seller and Escrow Agent. Upon notice of termination, Escrow Agent shall immediately release and return the Deposit, including any accrued interest, to Purchaser whereupon the Letter of Intent and/or Purchase Agreement and all rights of Purchaser shall terminate, and neither Seller nor Purchaser shall have any further claim against the other.

7. Conditions to Close on Purchase: Standard conditions for a transaction of this type. Seller shall deliver the Property free and clear of all encumbrances.

8. Closing: Closing shall take place on or about sixty (60) days following expiration of the Due Diligence Period.

9. Confidentiality: Unless the parties otherwise agree in writing, Seller and Purchaser, on behalf of themselves and their respective officers, directors, members, employees, agents, representatives, partners, subsidiaries, and affiliates, do hereby (A) acknowledge that this Letter of Intent (including the terms contained herein) and any and all discussions, documents, and other non-public information exchanged between the parties relating to the transaction contemplated by this Letter of Intent are of a confidential nature ("**Confidential Information**") and (B) agree to maintain the confidentiality of the Confidential Information; provided, however, that on an as-needed basis, the parties may disclose the Confidential Information to their officers, directors, members, employees, partners, agents, and representatives so long as prior to disclosing any Confidential Information, the parties (1) inform these others of the confidential nature of the Confidential Information, and (2) direct them to treat such information confidentially. Confidential Information includes, without limitation, (x) the fact that negotiations or discussions are taking place between the parties with regard to a possible sale of the Property and lease of the Property, (y) the content of any such negotiations or discussions, and (z) any terms, conditions, or any other facts relating to a potential purchase of the Property. Notwithstanding anything contained herein to the contrary, this confidentiality provision shall remain enforceable for a period of one (1) year after the date the last party signs this Letter of Intent ("**Confidentiality Period**"). Notwithstanding anything contained herein to the contrary, this clause shall be binding on the parties.

10. Exclusivity: Seller, on behalf of itself and its officers, directors, employees, agents, representatives, partners, subsidiaries, and affiliates, hereby agrees that it shall not, at any time during the forty-five (45) day period commencing on the date the last party signs this Letter of Intent ("**Exclusivity Period**"), directly or indirectly, (A) market or offer for purchase, sale or lease the Property or any portion thereof, (B) solicit, initiate, encourage or accept any proposals or offers from any person or entity other than Purchaser that relates to the purchase, sale or lease of the Property or any portion thereof, (C) participate, facilitate, encourage or otherwise assist with any negotiations with any person or entity other than Purchaser for the purchase, sale or lease of the Property or any portion thereof, or (D) enter into, or commit to enter into, any transaction for the purchase, sale, or lease of the Property or any portion thereof. Notwithstanding anything contained herein to the contrary, this exclusivity provision remains in full force and effect for the entire duration of the Exclusivity Period. Notwithstanding anything contained herein to the contrary, this clause shall be binding on the parties.



BEB Capital LLC  
26 Harbor Park Drive  
Port Washington, NY 11050

11. Governing Law: This Letter of Intent shall be governed by the laws of the State of New York, regardless of any jurisdiction's choice of law rules. Any and all disputes between the parties shall be brought exclusively in a state or federal court of competent jurisdiction located in New York.

12. Counterparts: This Letter of Intent may be executed by facsimile or .pdf in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement.

13. Purchase Agreement: The Purchase Agreement will incorporate such other mutually agreeable terms, provisions, exhibits, and schedules as may be necessary to consummate the transaction including without limitation, a liquidated damages clause, broker's commission, representations and warranties, 1031 Exchange, and the like. Purchaser's attorney will prepare the Purchase and Sale Agreement.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to this transaction intend this proposal shall be superseded by a Purchase Agreement. In the meantime, all parties agree to proceed in accordance with the terms and conditions outlined in this Letter of Intent. Seller acknowledges the purpose of this Letter of Intent is to allow further investigation by both parties into the feasibility of entering into a Purchase Agreement. This Letter of Intent shall not be binding on the parties except where explicitly stated otherwise.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. J. Brodsky', written in a cursive style.

Lee J. Brodsky  
Chief Executive Officer

cc: Bert E. Brodsky  
Keyvan Ghaytanchi, Esq.

Acknowledged and Agreed to:

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



CAM|G, Inc.  
260 Main St., Suite 103  
Northport, NY 11768  
[www.camgcorp.com](http://www.camgcorp.com)

2.28.2022

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

**Re: Total of +/- 15 acres along Buffalo Avenue in Freeport, NY (“Property”)**  
**Parcel 1:** 150 Cleveland Ave, Freeport, NY 11520 - Section 55, Block H, Lot 372 (13.0021 acres)  
**Parcel 2:** 80 Albany Ave, Freeport, NY 11520 – Section 55, Block 190, Lot 51 (.2778 acres)  
**Parcel 3:** 17-33 Buffalo Ave, Freeport, NY 11520 – Section 55, Block 190, Lot 63 (2.2101 acres)

Mayor Kennedy,

I have been authorized by Connor M. Downey (“Purchaser”) of Bluewater Property Group, LLC (BPG) to submit the following offer to purchase the above referenced Property. Included, is BPG’s firm overview highlighting their capabilities and experience.

This offer is submitted subject to change, modification or withdrawal at any time and shall not be binding until a fully negotiated contract of sale has been executed by the parties.

Please respond to this offer at your earliest. If you have any questions or comments, please feel free to contact me at my direct line below. I look forward to working with you and the Incorporated Village of Freeport on this development opportunity.

Best Regards,

**Sean M. Campbell | MBA, MS, CCIM**  
CEO, Managing Partner

CAM|G, Inc.  
Direct (267) 228-1962  
[scampbell@camgcorp.com](mailto:scampbell@camgcorp.com)

# BLUEWATER

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## PROPERTY GROUP

February 28<sup>th</sup>, 2022

Sean Campbell  
CAM G  
260 Main Street, Suite 103  
Northport, NY 11768

Via Email: [scampbell@camgcorp.com](mailto:scampbell@camgcorp.com)

RE: 150 CLEVELAND AVE, 80 ALBANY AVE, 17-33 BUFFALO AVE, FREEPORT, NY

Dear Sean:

This revised letter of intent sets forth the general terms and conditions under which Bluewater Property Group LLC and/or related entities (the "Buyer"), would be prepared to enter into a Purchase and Sale Agreement (the "Purchase Agreement") with Village of Freeport ("Seller") or related entity to be provided for the properties described below (the "Property").

**Property:** The purchase shall include 100% fee interest in the property, improvements and land including all approvals. The Property totals 15.49 AC and is located in Freeport, NY. The Property is summarized as follows:

- Section 55, Block H, Lot 372 - 13.0021 AC
- Section 55, Block 190, Lot 51 - 0.2778 AC
- Section 55, Block 190, Lot 63 - 2.2101 AC

**Purchase Price:** **\$47,250,000 (Forty-Seven Million Two Hundred Fifty Thousand Dollars)** plus or minus customary pro-rations paid in cash at the closing of the transaction ("Closing"). This offer is based upon a per acre value of +/- \$3,050,000/acre on 15.49 acres. Purchase Price shall be adjusted based on the actual land area (acreage) to be confirmed via a land survey. For example (and avoidance of doubt), should survey show actual land area of 12.0 AC, the Purchase Price would be adjusted to \$36,600,000 (Thirty-Six Million Six Hundred Thousand Dollars).

**Purchase Terms:** **1) Earnest Money:** Upon execution of a Purchase Agreement, Purchaser will deposit the sum of \$700,000 (Seven Hundred Thousand Dollars, the "Deposit") cash to the escrow agent, Land Services USA. Deposit shall be refundable until expiration of Due Diligence and will be deemed non-refundable from expiration of Due Diligence until Closing.

**2) Cash at Closing:** At Closing, the balance of the monies due to Seller shall be paid in cash.

**Due Diligence:** Buyer shall have Sixty (60) days after an executed Purchase Agreement to conduct due diligence and physical inspection of the Property. Buyer shall have the right to conduct such investigations as Buyer deems appropriate including,

without limitation, geotechnical engineering studies, wetlands delineation, Phase I environmental studies and zoning review. Seller agrees to provide Buyer copies of the due diligence items and documents described in Exhibit A, as applicable, attached hereto.

**Development Approvals:**

During the Due Diligence Period, Buyer intends to proceed with the entitlement and land use approval process required to accommodate its proposed development plan: a warehouse / distribution building with associated improvements. Buyer shall have the right to immediately commence with entitlement and land use approvals with any and all local, state or federal agencies with jurisdictional oversight of the Property. Seller will reasonably cooperate with Buyer in its efforts to gain the jurisdictional approvals for its proposed development plan including any zoning changes or variances, site plan approvals, subdivisions and environmental approvals (the "Development Approvals"), all of which shall be non-binding on Seller until Closing. Buyer will provide Seller with periodic reports of its progress on these approvals.

**Size Contingency:**

Based on information provided, Buyer has assumed that the Property is 15.49 total acres and Purchase Price is conditioned upon confirming this land size. Buyer shall confirm acreage via a land survey as part of Due Diligence as noted in Purchase Price section.

**Zoning Contingency:**

Buyer understands that Seller is the Village of Freeport and has the ability to re-zone the Property to and Industrial B District, which would allow warehouse and distribution use by-right with up to 75% lot coverage and required yard setbacks as determined by the Industrial B District in Village of Freeport's Building and Zoning Code. The completed re-zoning of the Property to Industrial B shall be a condition of Closing. It is assumed that once this re-zoning is completed, it is assumed that the application shall be an as-of-right application to the Planning Board.

**Notice of Intent to Proceed:**

On or before expiration of Due Diligence, Buyer shall provide to Seller a notice ("Notice") of its intent to proceed to Closing. If Buyer does not provide this notice to Seller, it shall be deemed that Buyer will not proceed with the transaction and the Deposit shall be refunded.

**Closing:**

The Closing shall occur no later than thirty (30) days after the expiration of the Due Diligence or such time as mutually agreed upon. Closing shall be conditioned upon receipt of the rezoning of the Property to Industrial B District and clean Due Diligence.

**Closing Costs:**

At the close of escrow, Seller shall pay its specific costs associated with the transaction including the cost of all transfer taxes and costs to record any releases of record liens. Buyer shall be responsible for all title company fees and recording fees, and costs to provide any updated ALTA surveys, the ALTA Title Policy premium and any endorsements. Each party shall pay its own fees and expenses of its attorneys and other consultants.

- Brokers:** The only broker involved in the purchase and sale of the Property is Sean Campbell of Campbell Asset Management Group, Inc. Buyer shall be responsible for the payment of a market commission per a separate agreement. Buyer and Seller represent to each other that other than as specified above, no other brokers are entitled to a commission with respect to this contemplated transaction.
- Purchase Agreement:** Within five (5) business days after execution of this Letter of Intent, Buyer will deliver to Seller a form Purchase Agreement for its review and approval. The Purchase Agreement shall contain customary conditions and provisions negotiated between Buyer and Seller.
- Exclusivity:** Seller agrees (a) to discontinue active marketing of the Property and any current negotiations for the sale of the Property, (b) not to enter into any new negotiations with any third parties for the sale of the Property, and (c) not to solicit purchase offers for the Property from other parties from the date this Letter is countersigned unless Buyer does not proceed to Closing. This paragraph constitutes the binding obligation of the Seller until the Purchase Agreement has been executed and delivered by both parties within 30 days of this date.
- Title Insurance:** At the Closing, Seller will deliver to Buyer a recordable bargain and sale deed with covenants against grantor's acts conveying to Buyer good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to real estate taxes for the current calendar year, which are a lien on the Property, but are not yet due and payable, and easements and restrictions of record disclosed by a title report approved by Buyer. Such title so conveyed by Seller shall be insurable under a standard ALTA Owner's Policy with a Buyer's title company, with such endorsements as shall be required by Buyer to obtain good, marketable and insurable fee simple title as summarized above. The cost of any such title insurance policy shall be paid solely by Buyer.
- Assignment:** Buyer may assign the Purchase Agreement without Seller's consent to an affiliate, development client, or an entity in which Buyer has as an economic interest.
- Confidentiality:** Both Seller and Buyer agree to keep the Purchase Price and the terms of the transaction confidential and commit not to disclose such information to third parties without the prior consent of the other party.

This letter of intent is meant to be an expression of the intent of the parties and no binding agreement shall exist between the parties until the Purchase Agreement is executed.

If the terms and conditions set forth above are satisfactory, please execute and date this letter in the space provided below and return it to Buyer on or before **5:00 P.M. EST, March 7<sup>th</sup>, 2022**.

If you have any questions, please do not hesitate to call. We look forward to working with you on this matter.

Sincerely,

Bluewater Property Group LLC



Connor M. Downey  
Vice President

Agreed and Accepted:

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

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

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

## Exhibit A "Due Diligence Items"

Available

- 1. Copies of current property tax bills and assessor's statements of current assessed values.
- 2. Statement of insurance coverage by policy type, a list of all claims against such policies over the past three years, if applicable.
- 3. Copies of plans and specifications for any Property improvements including, but not limited to, civil drawings.
- 4. Most recent Seller's issued policy of title insurance and a current title report issued by the Title Company, together with true, complete, and legible copies of all listed exceptions.
- 5. Most recent existing survey of the Property.
- 6. Copies of all leasing and brokerage agreements pursuant to which commissions remain owing or are anticipated to become owing after Closing.
- 7. Copies of all operating and management contracts, all leasing agreements and all service and maintenance agreements, and any amendments and letter agreements relating thereto.
- 8. Copies of all restrictive covenants, reciprocal easement or other private agreements relating to the Property and all agreements with adjacent property owners.
- 9. Engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil reports.
- 10. Copies of all approvals, permits and licenses from each governmental authority having jurisdiction as are necessary to permit the operation of the property pursuant to the current use. These shall include but not be limited to: environmental permits and approvals, and evidence of compliance with applicable zoning and use regulations.
- 11. A detailed summary of all recent legal actions concerning the Property, including actions taken on behalf of or against the ownership of the Property.



Thomas DeLuca  
Senior Associate

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Suite 150  
Melville, NY 11747  
Direct +1 631 425 1237  
Mobile +1 516 319 0998  
Fax +1 631 425 1201  
Thomas.deluca@cushwake.com  
cushmanwakefield.com

February 23<sup>rd</sup> , 2021

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

Re: 17-33 Buffalo Ave & 150 Cleveland Ave, Freeport, Nassau County, New York

Dear Mayor Kennedy,

We appreciate the opportunity to present the attached Letter of Intent on behalf of Amazon.com Services, LLC. to Purchase the subject Property. Amazon is excited about this opportunity and the potential of partnering with the Village of Freeport to expand its last mile network.

We would like to arrange a call with your office in the coming days to discuss the attached Letter of Intent and will provide any additional commentary to the extent required. We would also like to discuss some of the benefits that this development will bring to the community and Village of Freeport. During this call, Amazon will provide a high-level overview of their last mile program, description of the proposed development, how the proposed building will operate, and employment projections for this new facility. We will also answer any additional questions the Village has regarding this Project.

Please let us know a convenient date and time for the follow up call. In the meantime, if you have any questions, please do not hesitate to contact us.

We look forward to hearing back from you.

Thank you very much.

Very truly yours,

A handwritten signature in black ink that reads "Thomas DeLuca".

Thomas DeLuca  
Senior Associate

February 23<sup>rd</sup> , 2021

**CONFIDENTIAL**

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

Re: Letter of Intent To Purchase  
Freeport, NY

Dear Mayor Kennedy:

This non-binding letter of intent (“**LOI**”) states the basic terms and conditions for the negotiation of a mutually acceptable Purchase and Sale Contract (“**Agreement**”) for the Property.

Seller: Village of Freeport

Purchaser: Amazon.com Services, LLC a Delaware limited liability company, and/or its nominees or assigns

Property: Approximately 15.58 acres, located at 17-33 Buffalo Ave & 150 Cleveland Ave, in the City of Freeport, Nassau County, New York. The Property will include the land, buildings, fixtures, and improvements, an assignment of leases which Purchaser elects to assume, service and other contracts affecting the Property which Purchaser elects to assume, personal property owned by Seller located on and exclusively used in connection with the operation of the Property and all intangibles (including names, permits, warranties, licenses, and entitlements related to the Property).

Purchase Price: Approximately \$ 36,765,000, with the exact Purchase Price to equal the product of \$2,359,756 PER ACRE multiplied times the acreage of Land, which will be confirmed via ALTA Survey as set forth in the Agreement.

Terms: Cash at Closing

Earnest Money: Within five (5) business days following the effective date of the Agreement, Purchaser will deposit the amount of \$500,000 with Chicago Title Insurance Company (the “**Title Company**”). The Earnest Money will be interest-bearing, refundable prior to the expiration of the Contingency Period and as otherwise provided in the Agreement, and applicable to the Purchase Price at Closing.

Title Insurance: Seller will provide Purchaser with a title commitment (including exception documents) and current ALTA Form Owner’s Policy of Title Insurance with

deletion of the standard printed exceptions issued by Title Company and acceptable to Purchaser. Purchaser will, at Seller' expense, cause the Title Company to deliver to Purchaser a Commitment for Title Insurance, with copies of all exception documents referenced therein.

- Survey: Purchaser will have prepared a current ALTA survey of the Property, the cost of which shall be shared by Purchaser and Seller.
- Due Diligence Documents: Seller will deliver to Purchaser copies of all documents pertaining to the development, ownership, or operation of the Property, including site plans, surveys, drawings, title, tax, zoning, operating expense, and environmental documents.
- Contingency Period: Purchaser will have a 180 day period commencing on the effective date of the Agreement (the "**Contingency Period**") to inspect all aspects of the Property and to determine in Purchaser's sole discretion whether the Property is suitable. At any time prior to the expiration of the Contingency Period, Purchaser may, in its sole discretion, terminate the Agreement for any reason and receive back the Earnest Money, with interest thereon. The Agreement will automatically terminate unless Purchaser delivers written notice to Seller that Purchaser has satisfied or waived the contingency on or prior to expiration of the Contingency Period, in which event the Earnest Money, together with interest thereon, will be refunded to Purchaser.
- Tenant Estoppel Certificates: During the Contingency Period, Seller will prepare and deliver to each of the commercial tenants (if applicable) at the Property estoppel certificates in form reasonably approved by Purchaser (or form specified in such tenant lease).
- Contingency Period Extension(s): Purchaser may extend the Contingency Period for up to 3 additional 30-day periods, by delivering written notice to Seller and depositing with the Title Company an extension fee of \$25,000 for each such extension, prior to the expiration of the Contingency Period then in effect. The extension fee(s) will be nonrefundable to Purchaser, but applicable to the Purchase Price at Closing.
- Closing: The Closing will take place on or before the 15<sup>th</sup> day Purchaser's receipt of all necessary discretionary approvals and expiration of any statutory appeal periods associated with said approvals to construct a last mile delivery station. The Seller will deliver to Purchaser at Closing a Warranty Deed conveying to Purchaser fee simple title to the Property free and clear of all matters affecting title except for the permitted exceptions approved by Purchaser pursuant to the Agreement.
- Costs: Closing costs will be apportioned between Purchaser and Seller in a manner consistent with market convention, to be described in the Agreement. Each party will pay its own attorneys' fees.
- Assignment: Purchaser may freely assign this LOI or the Agreement without Seller's consent.
- Brokerage Commission: Purchaser will pay to KBC Advisors & Cushman & Wakefield ("**Broker**") at Closing a brokerage commission pursuant to a separate agreement between Purchaser and Broker.
- Exclusivity: For a period of 60 days following the date of this LOI and during the term of the Agreement (if executed), Seller will not negotiate, or enter into, any agreement

pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser, and will not enter into or extend any service or other agreements relating to the Property that cannot be terminated at Closing.

**Confidentiality:** Seller agrees to maintain in confidence the dealings, negotiations, identities, and agreements of the parties with respect to the Property, this LOI and the Agreement, and will not make any public release of information regarding such matters, unless otherwise agreed to by Purchaser in writing.

**Authority:** Seller has all requisite power and authority to enter into this LOI and perform its obligations pursuant to the Agreement (if executed). No consent, approval, order or authorization of any third party on the part of Seller is required in connection with this LOI.

**Counterparts:** This LOI may be executed in one or more counterparts, each of which will be deemed to be an original copy of this LOI and all of which, when taken together, will be deemed to constitute one and the same document.

**Limiting Conditions:** This LOI is intended to support negotiation of a mutually satisfactory Agreement. Except for Seller's obligations for Exclusivity and Confidentiality stated above, this LOI is not legally binding upon the parties, and no liability or obligation of any kind is intended to be created in this LOI. The Agreement (or any other agreements between the parties) will not be binding and in effect unless duly executed and delivered by both Purchaser and Seller (in their respective sole discretion). Neither Purchaser nor Broker will have any liability for any expenses Seller incurs in anticipation of the Agreement or in replying to this LOI.

The offer represented by this LOI will expire if not accepted on or before March 12, 2021.

If this LOI meets with your approval, please indicate Seller's acceptance of the same by signing below, and return one executed copy to us. Purchaser will then prepare an Agreement in accordance with the foregoing terms and conditions to submit to Seller for review.

If you have any questions, please feel free to contact me. Thank you for your consideration.

Letter of Intent  
February 17, 2021

**AGREED AND ACCEPTED:**

Seller: Village of Freeport

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**July 25, 2022**

**PUBLIC COMMENT**

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

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**July 25, 2022**

**7:15 P.M. PUBLIC HEARING**

1. To consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.



VILLAGE OF FREEPORT BOARD OF TRUSTEES

-----X  
In the Matter of the Application of

**THE INCORPORATED VILLAGE OF FREEPORT**

**VERIFIED PETITION**

for an Amendment and Change of the provisions of Chapter 210 of the Village Code of the Village of Freeport, including the Building Zone Map, so the property known as **Section 55 Block H Lot 372**, Village of Freeport, County of Nassau, State of New York, Shall be reclassified from Residence AA to Industrial B; the property known as **Section 55 Block 190 Lot 63**, Shall be reclassified from Business AA to Industrial B; and the property known as **Section 55 Block 190, Lots 51-55**, Shall be reclassified from Manufacturing to Industrial B, Pursuant to §210-7 of Article I of the Building and Zoning Code of the Village of Freeport

-----X  
**BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT**

Petitioner Village of Freeport, by and through its attorneys, Howard Colton, Freeport Village Attorney respectfully alleges and shows this Board as follows.

**PARTIES**

1. INCORPORATED VILLAGE OF FREEPORT (hereinafter described as "Freeport"), is a municipal corporation duly organized and existing under the laws of the State of New York, having its principal office on 46 North Ocean Avenue, Freeport New York, and
2. Freeport is the owner in fee of the subject premises.

**THE PREMISES**

3. The Premises is located in the Village of Freeport on the southeast corner of Sunrise Highway and Buffalo Ave running south to East Merrick Road.
4. The Premises contains a total area of approximately 11-12 acres.

5. Section 55 Block H Lot 372 is zoned Residence AA as designated on the Village of Freeport Zoning Map and is more particularly described by the metes and bounds description.

6. Section 55 Block 190 Lot 63 is zoned Business AA as designated on the Village of Freeport Zoning Map and is more particularly described by the metes and bounds description.

7. Section 55 Block 190, Lots 51-55 is zoned Manufacturing as designated on the Village of Freeport Zoning Map and is more particularly described by the metes and bounds description.

### **SURROUNDING ZONES AND USES**

8. The uses of the property are as follows:

- a) North- Sunrise Highway and Freeport Creek;
- b) South- Industrial and Manufacturing Zones including a stone and masonry business, scrap metal recycling center, auto center, 7-Eleven, and a tire store;
- c) East- Meadowbrook Parkway and a car dealership;
- d) West- Business B commercial shopping center including Target and Marshalls, and Manufacturing District including a mattress factory and auto body shop.

### **THE APPLICATION**

9. Petitioner is seeking rezoning of the Premises to establish conformity in zoning in the area. Currently the subject properties, all within the same block, are zoned as three different districts, Residence AA, Business AA, and Manufacturing.

10. The Petitioner seeks to rezone the subject property to conform to the proposed zoning and present land use.

11. The adjacent land uses and zoning classifications of primarily Industrial and Manufacturing work well with the Industrial B zoning district. The surrounding uses are not in

conflict with the proposed Industrial B zoning.

12. Accordingly the proposed zoning change for the subject property is in character with the surrounding area and is in conformity with the Village of Freeport's comprehensive plan.

13. The relief requested herein for the Premises is in harmony with the surrounding uses and zoning and the general purpose of the Village of Freeport and will promote general public health, safety, and welfare.

14. Upon Information and Belief, no other request for such relief has been filed with this board.

15. The Premises is located within 500 feet of the boundary line between the Village of Freeport and Merrick, and is located within 1,000 feet of the Meadowbrook Parkway which is under the ownership of the New York State Office of Parks, Recreation and Historic Preservation and maintained by the New York State Department of Transportation.

WHEREFORE, Petitioner respectfully requests that, after a public hearing, the Building Zone Ordinance of the Village of Freeport, County of Nassau, State of New York, Including the Business Zone Map thereof, be amended and changed so that the Premises above will all be reclassified to Industrial B District in order to have the Subject Premises all conform with the surrounding zoning requirements and uses.

Dated: Freeport, New York  
March 10, 2022



HOWARD COLTON  
VILLAGE ATTORNEY  
INCORPORATED VILLAGE OF FREEPORT



## SCHEDULE A

### SECTION 55 BLOCK H LOT 372

**ALL** that certain plot, piece or parcel of land situate lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York bounded and described as follows:

**BEGINNING** at a point in the easterly line of Buffalo Avenue where it intersects the northerly boundary line of the "Revised Map of Freeport Centre";

**THENCE** north 09 degrees 51 minutes 00 seconds east, 855.32 feet, to a point;

**THENCE** south 47 degrees 07 minutes 00 seconds east, 702.48 feet, to a point;

**THENCE** south 08 degrees 39 minutes 10 seconds west, 500.00 feet, to a point;

**THENCE** north 77 degrees 31 minutes 20 seconds west, through Meadowbrook State Park Property and along the northerly line of "Revised Map of Freeport Centre", a distance of 600.00 feet to the point or place of **BEGINNING**.

Said Premises above described containing 9.218 Acres.

Said Premises being designated as Parcel No. Three in that certain Indenture dated December 7, 1970 made by The City of New York to the Incorporated Village of Freeport recorded March 8, 1971 in Liber 8220 Cp 138 and corrected by Indenture dated January 17, 1982 made by The City of New York to the Incorporated Village of Freeport recorded March 1, 1972 in Liber 8358 Cp 138.

**EXHIBIT A**

**LEGAL DESCRIPTION OF**

ALL that certain piece or parcel of land, situate, together with the buildings and improvements thereon erected, situate lying and being in the Incorporated Village of Freeport, Town of Hempstead, State of New York, more particularly described as follows:

BEGINNING at a point on the easterly side of Buffalo Avenue at its intersection with a line connecting easterly side of Buffalo Avenue with the northerly widened line of Merrick Road (East Merrick Road):

RUNNING THENCE north 05 degrees 45 minutes 00 seconds east, along the easterly side of Buffalo Avenue, 474.35 feet to the northerly line of the Revised Map of Freeport Center Amended filed in the Office of the Clerk of the County of Nassau on February 15, 1911;

THENCE south 81 degrees 37 minutes 20 seconds east, along said northerly filed map line, 110.12 feet to the northeast corner of filed map Lot 19;

THENCE south 05 degrees 45 minutes 00 seconds west, along the easterly line of filed map Lots 19-23 inclusive, 114.88 feet to the southeasterly corner of filed map Lot 23;

THENCE south 84 degrees 15 minutes 00 seconds east, along the northerly line of filed map Lot 50, 110.00 feet to the westerly side of Albany Avenue;

THENCE south 05 degrees 45 minutes 00 seconds west, along said westerly side of Albany Avenue, 377.52 feet to the easterly end of a line connecting the westerly side of Albany Avenue with the northerly widened line of Merrick Road;

THENCE south 52 degrees 07 minutes 03 seconds west 20.02 feet to the northerly widened line of Merrick Road;

THENCE westerly, along said widened line of Merrick Road, and a non-tangent curve to the right having a radius of 1,400.00 feet, an arc length of 195.37 feet and a chord bearing of north 77 degrees 17 minutes 51 seconds west, 195.22 feet to the easterly end of a line connecting said northerly widened line of Merrick Road with the easterly side of Buffalo Avenue;

THENCE north 33 degrees 44 minutes 41 seconds west, 17.75 feet to the point or place of BEGINNING.

Premises known as 17-33 Buffalo Avenue, Freeport, NY 11520

Section 55 Block 190 Lot 63

Schedule A

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, County of Nassau and State of New York, and more particularly known and designated as Lots 51, 52, 53, 54 and 55 on a certain map entitled, "Revised Map of Freeport Centre, Amended," situated at Freeport, L.I., property of Long Island Realty Co., N.Y., surveyed August 1909 by Smith and Malcolmson, City Engineers, Freeport, L.I., Amended May 1910 Revised December 1910 and filed in Nassau County Clerk's Office February 15, 1911 as Map No. 99, New No. 1075, which said lots, when taken together, are more particularly bounded and described according to said map, as follows:

BEGINNING at a point on the Westerly side of Albany Avenue distant 383.88 feet Northerly from the extreme Northerly end of the line connecting the now Northerly side of Merrick Road and the Westerly side of Albany Avenue;

RUNNING THENCE North 84 degrees 15 minutes West 110 feet;

THENCE North 5 degrees 45 minutes East 114.88 feet to the Southerly line of premises of City of New York;

THENCE South 81 degrees 37 minutes 20 seconds East along said last mentioned line 110.12 feet to the Westerly side of Albany Avenue;

THENCE South 5 degrees 45 minutes West along the Westerly side of Albany Avenue 109.83 feet to the point or place of BEGINNING.

55/190/51-55





N 156.850



FREEPORT HOUSING AUTHORITY  
LOT NO. 63

E 2,119,300

E 2,118,850

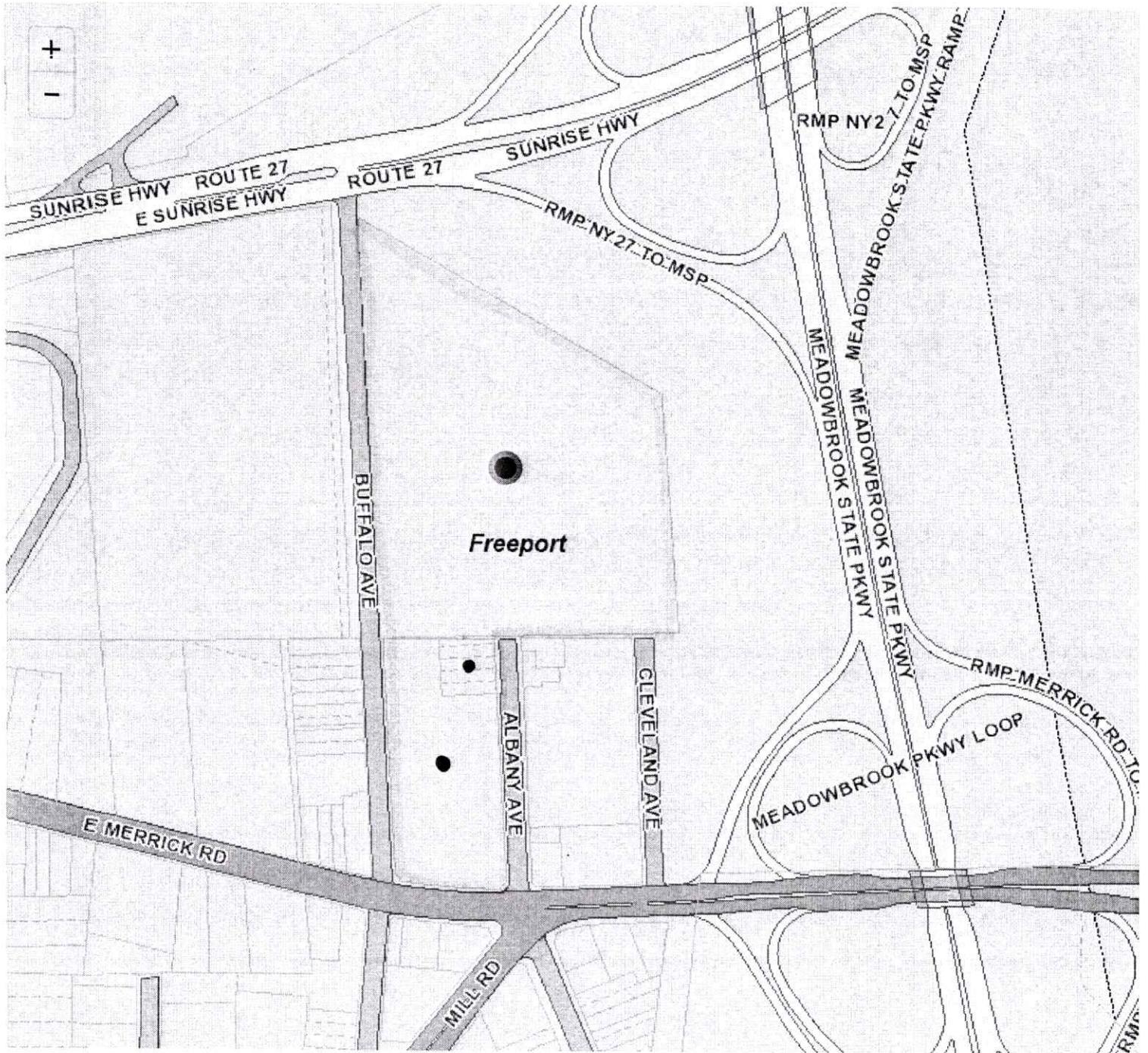
N 156,300

LEGEND		SPECIAL DISTRICTS		MUNICIPALITIES	
CODE	DISTRICT	CODE	DISTRICT	CODE	DISTRICT
1	SPECIAL	1	WATER	1	FREEPORT
2	LIBRARY	2	WATER POLLUTION CONTROL	2	FREEPORT
3	LIBRARY	3	WATER POLLUTION CONTROL	3	FREEPORT
4	LIBRARY	4	WATER POLLUTION CONTROL	4	FREEPORT
5	LIBRARY	5	WATER POLLUTION CONTROL	5	FREEPORT
6	LIBRARY	6	WATER POLLUTION CONTROL	6	FREEPORT
7	LIBRARY	7	WATER POLLUTION CONTROL	7	FREEPORT
8	LIBRARY	8	WATER POLLUTION CONTROL	8	FREEPORT
9	LIBRARY	9	WATER POLLUTION CONTROL	9	FREEPORT
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98	LIBRARY	98	WATER POLLUTION CONTROL	98	FREEPORT
99	LIBRARY	99	WATER POLLUTION CONTROL	99	FREEPORT
100	LIBRARY	100	WATER POLLUTION CONTROL	100	FREEPORT

**Nassau County**  
Department of Assessment  
Harvey B. Levinson, Chairman  
**Land & Tax Map**  
Map Last Reissued: April 1, 2008

**SEC. 55**  
**BLK. 190**

**SHEET 1 OF 1**



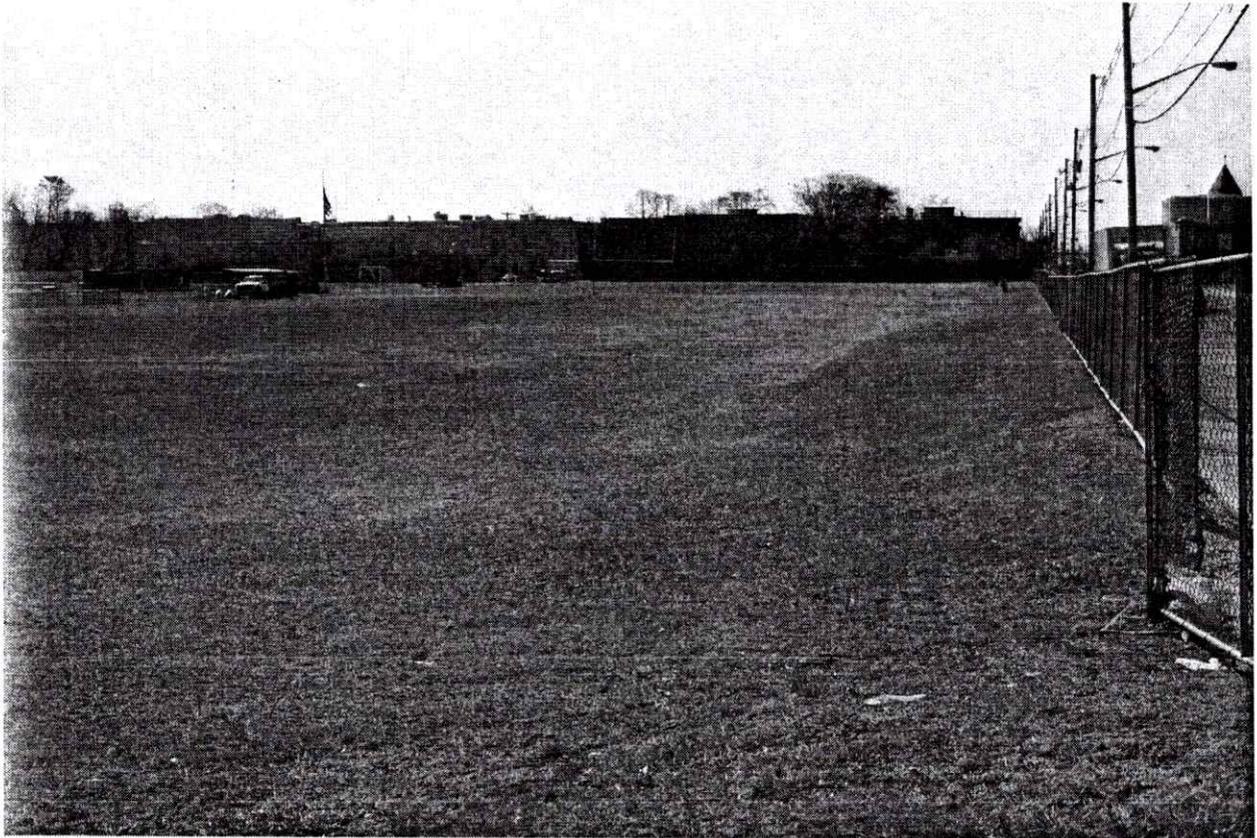


Photo of 55/H/372 from NW corner of property.

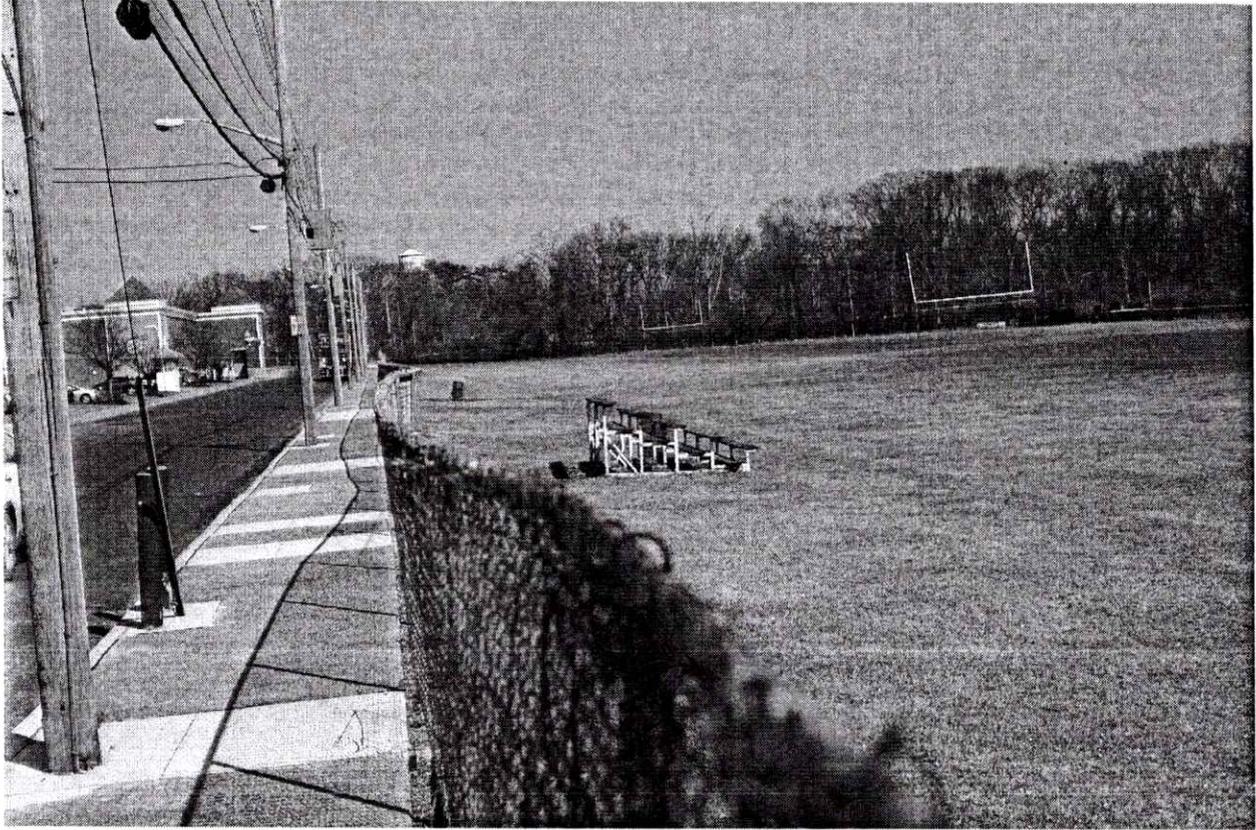
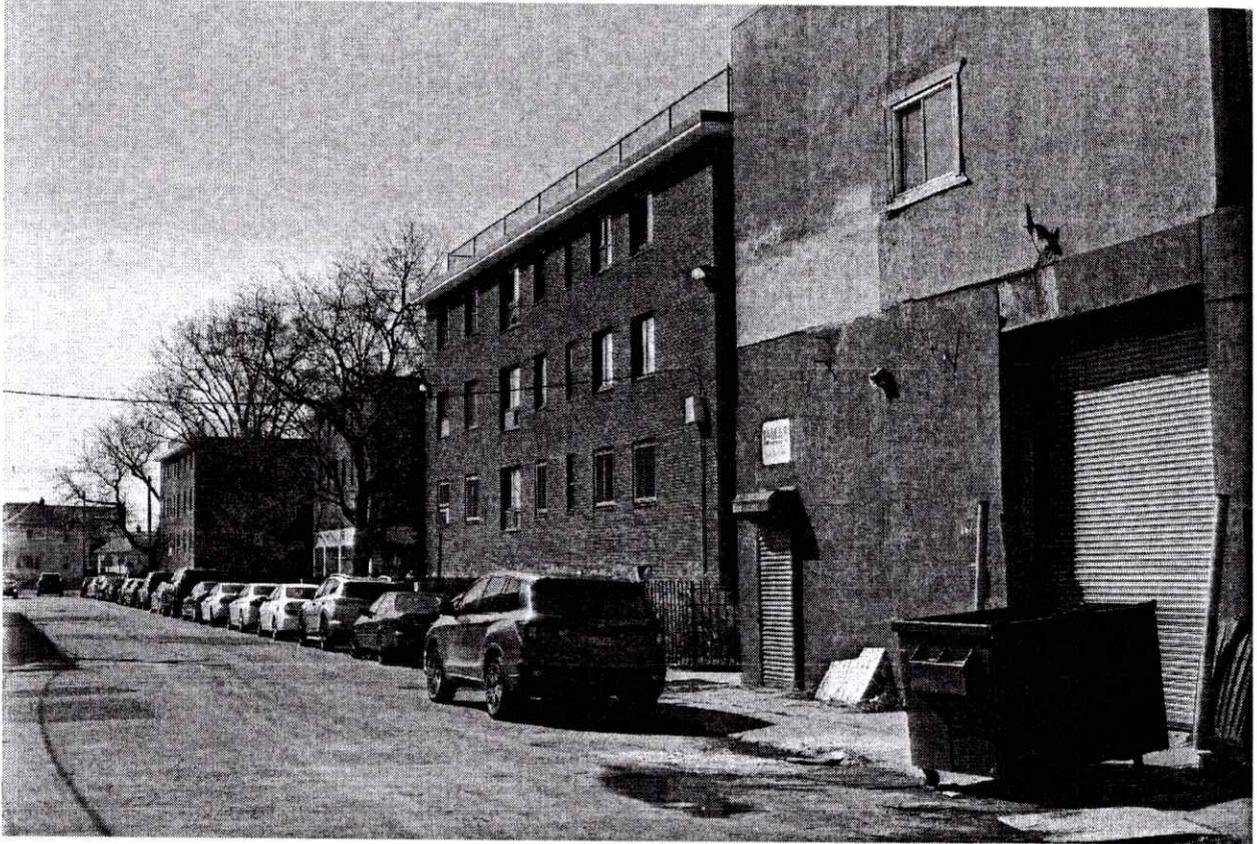
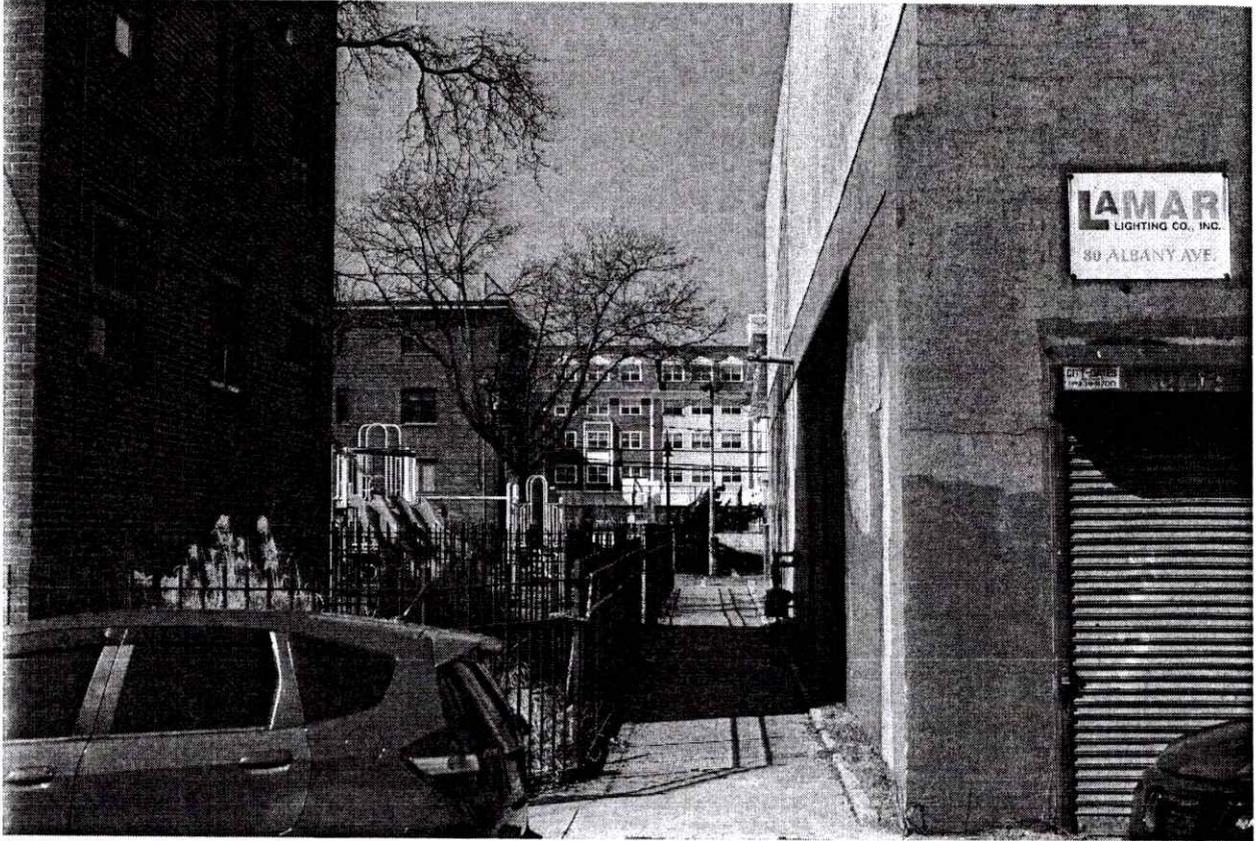


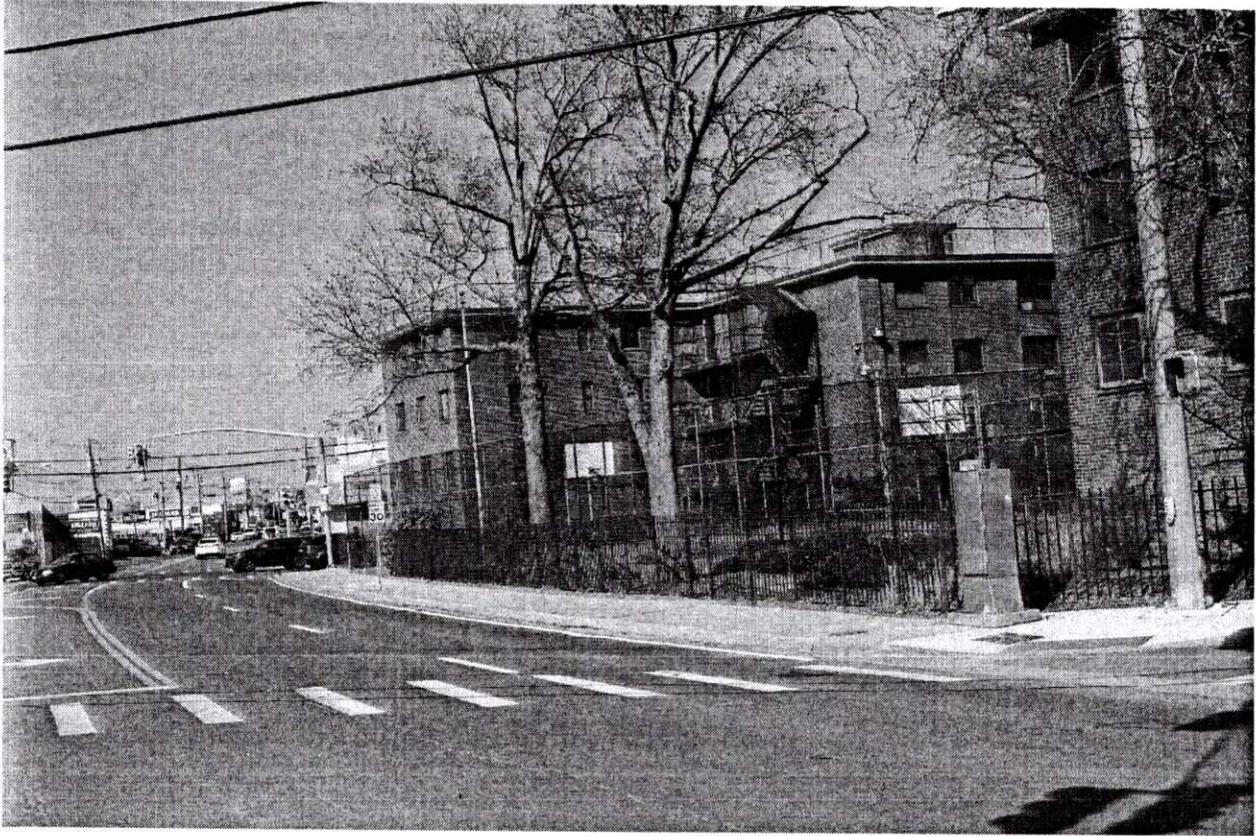
Photo of 55/H/372 from SW corner of property.



View of 55/190/51-55 and 55/190/63 from northern most part of Albany Avenue facing southwest.



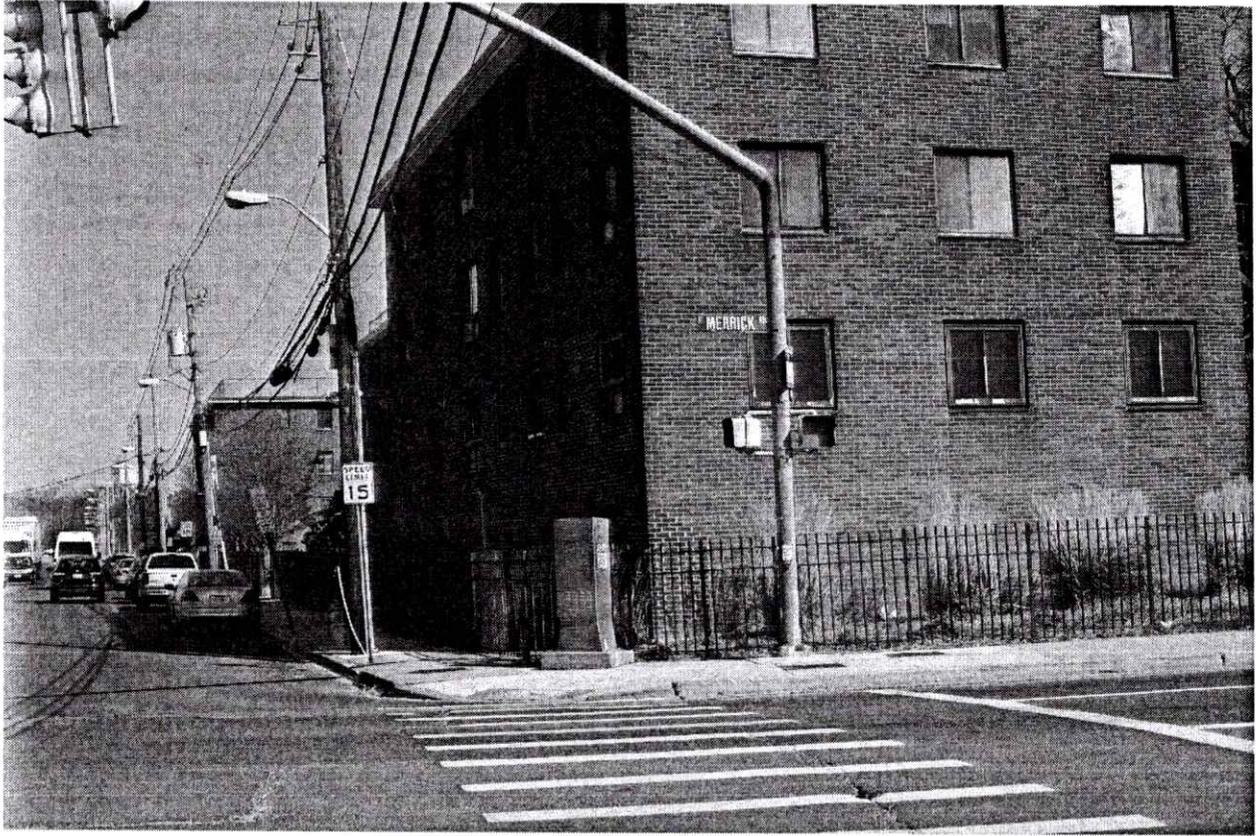
View of 55/190/51-55 on right and part of 55/190/63 on left. View from Albany Avenue looking west.



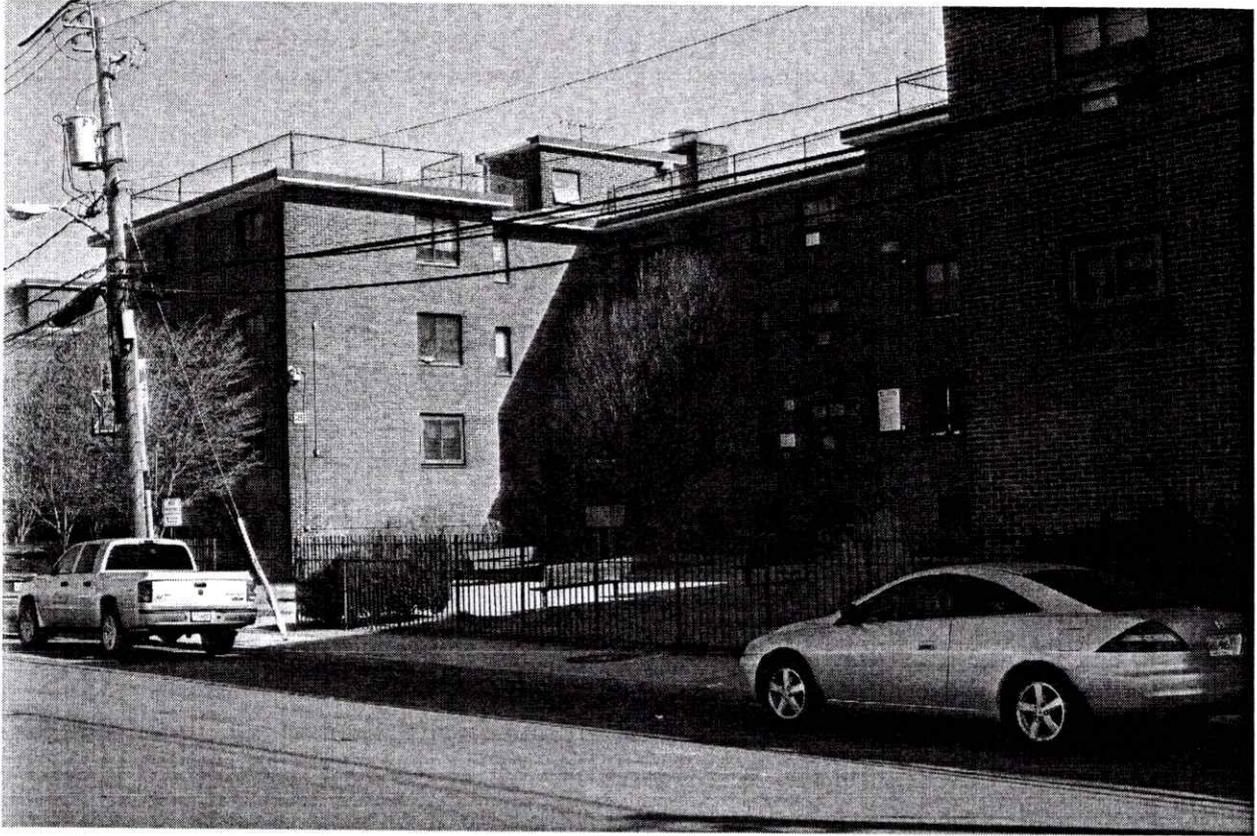
View of 55/190/63 from near corner of Albany Avenue and Merrick Road, looking west.



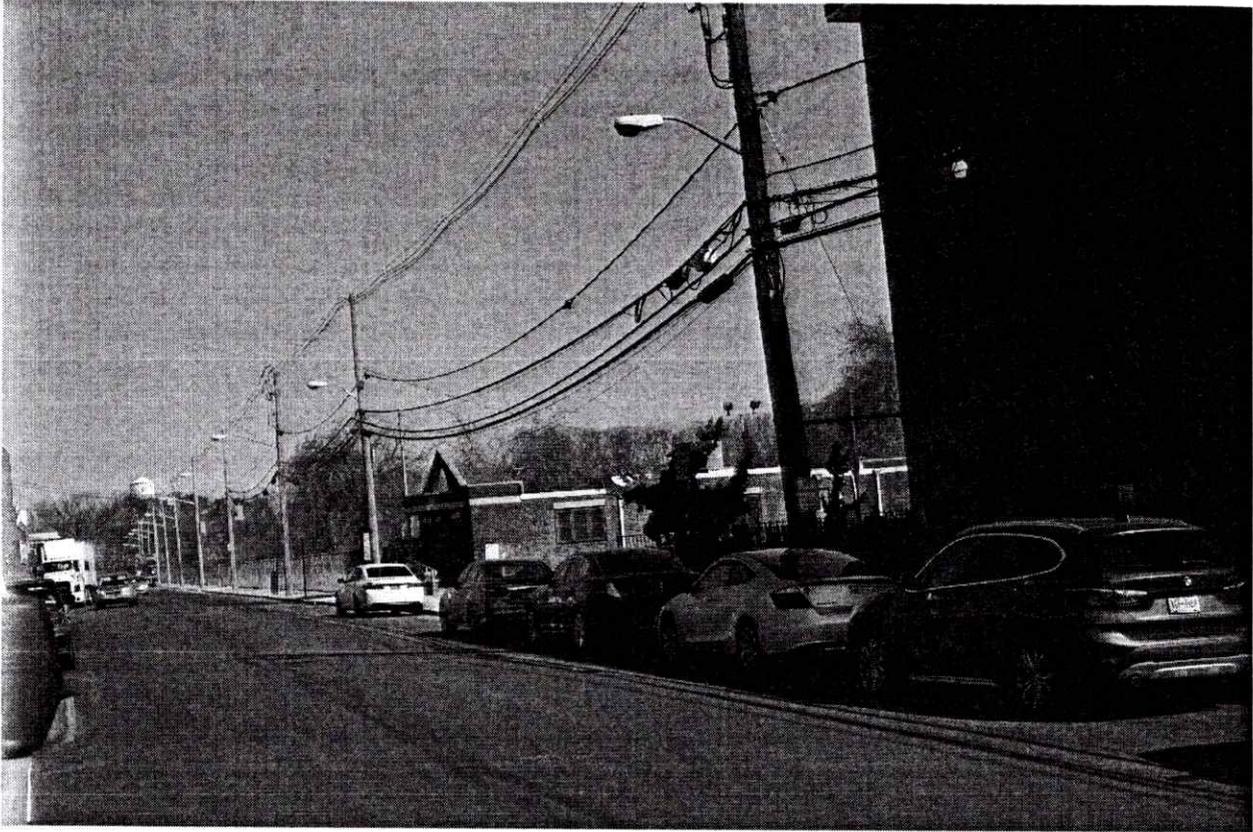
View of 55/190/63 from Merrick Road, looking northwest.



View of 55/190/63 from corner of Buffalo Avenue and Merrick Road, looking north



View of 55/190/63 from Buffalo Avenue looking northeast



View of 55/190/63 and 55/H/372 from Buffalo Avenue facing northeast.

**Full Environmental Assessment Form  
Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: Village of Freeport Re-Zoning Application		
Project Location (describe, and attach a general location map): Parcel bounded by Sunrise Highway, Buffalo Avenue, East Merrick Road, Albany Avenue, and near Meadowbrook Parkway to the east		
Brief Description of Proposed Action (include purpose or need): Section 55 Block H Lot 372, Shall be reclassified from Residence AA to Industrial B. Section 55 Block 190 Lot 63, Shall be reclassified from Business AA to Industrial B. Section 55 Block 190, Lots 51-55, Shall be reclassified from Manufacturing to Industrial B.		
Name of Applicant/Sponsor: Village of Freeport		Telephone: 516-377-2393 E-Mail: hcolton@freeportny.gov
Address: 46 North Ocean Avenue		
City/PO: Freeport	State: NY	Zip Code: 11520
Project Contact (if not same as sponsor; give name and title/role): Howard Colton, Village Attorney		Telephone: 516-377-2393 E-Mail: hcolton@freeportny.gov
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Freeport Village Board	
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Nassau County Planning Commission	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?  Yes  No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  Yes  No  
 If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  Yes  No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)  Yes  No  
 If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?  Yes  No  
 If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
Manufacturing, Residence AA, Business AA

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
If Yes,  
i. What is the proposed new zoning for the site? Industrial B

**C.4. Existing community services.**

a. In what school district is the project site located? \_\_\_\_\_

b. What police or other public protection forces serve the project site?  
\_\_\_\_\_

c. Which fire protection and emergency medical services serve the project site?  
\_\_\_\_\_

d. What parks serve the project site?  
\_\_\_\_\_

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  
\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres  
b. Total acreage to be physically disturbed? \_\_\_\_\_ acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No

If Yes,  
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
\_\_\_\_\_

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:  
• Total number of phases anticipated \_\_\_\_\_  
• Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
• Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
 v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
 • Volume (specify tons or cubic yards): \_\_\_\_\_  
 • Over what duration of time? \_\_\_\_\_  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_  
 \_\_\_\_\_  
 iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_  
 \_\_\_\_\_  
 v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

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

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes: \_\_\_\_\_

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes: \_\_\_\_\_

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

Do existing sewer lines serve the project site?  Yes  No  
 Will a line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 Applicant/sponsor for new district: \_\_\_\_\_  
 Date application submitted or anticipated: \_\_\_\_\_  
 What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)  
 \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

- i. Estimate methane generation in tons/year (metric): \_\_\_\_\_
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

- i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.
- ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: \_\_\_\_\_
- Saturday: \_\_\_\_\_
- Sunday: \_\_\_\_\_
- Holidays: \_\_\_\_\_

ii. During Operations:

- Monday - Friday: \_\_\_\_\_
- Saturday: \_\_\_\_\_
- Sunday: \_\_\_\_\_
- Holidays: \_\_\_\_\_

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

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o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

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p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities: \_\_\_\_\_  
 \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

- i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_
- ii. Anticipated rate of disposal/processing: \_\_\_\_\_
  - \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
  - \_\_\_\_\_ Tons/hour, if combustion or thermal treatment
- iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

- i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_
- ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_
- iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month
- iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_
- v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

- a. Existing land uses.
  - i. Check all uses that occur on, adjoining and near the project site.
    - Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)
    - Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_
  - ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
 i. If Yes: explain: \_\_\_\_\_

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d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
 If Yes,  
 i. Identify Facilities:  
 \_\_\_\_\_  
 \_\_\_\_\_

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e. Does the project site contain an existing dam?  Yes  No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection:  
 \_\_\_\_\_  
 \_\_\_\_\_

---

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
 If Yes:  
 i. Has the facility been formally closed?  Yes  No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_  
 \_\_\_\_\_

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g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
 \_\_\_\_\_  
 \_\_\_\_\_

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h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
 If yes, provide DEC ID number(s): \_\_\_\_\_  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
 \_\_\_\_\_  
 \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site: \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained: \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

m. Identify the predominant wildlife species that occupy or use the project site: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No  
If Yes:

- i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_
- ii. Source(s) of description or evaluation: \_\_\_\_\_
- iii. Extent of community/habitat:
  - Currently: \_\_\_\_\_ acres
  - Following completion of project as proposed: \_\_\_\_\_ acres
  - Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No  
If Yes:

i. Species and listing (endangered or threatened): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No  
If Yes:

i. Species and listing: \_\_\_\_\_  
\_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No  
If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_  
\_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No  
If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No  
i. If Yes: acreage(s) on project site? \_\_\_\_\_  
ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No  
If Yes:  
i. Nature of the natural landmark:  Biological Community  Geological Feature  
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No  
If Yes:  
i. CEA name: \_\_\_\_\_  
ii. Basis for designation: \_\_\_\_\_  
iii. Designating agency and date: \_\_\_\_\_  
\_\_\_\_\_

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  Yes  No

If Yes:

i. Nature of historic/archaeological resource:  Archaeological Site  Historic Building or District

ii. Name: \_\_\_\_\_

iii. Brief description of attributes on which listing is based: \_\_\_\_\_

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f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?  Yes  No

---

g. Have additional archaeological or historic site(s) or resources been identified on the project site?  Yes  No

If Yes:

i. Describe possible resource(s): \_\_\_\_\_

ii. Basis for identification: \_\_\_\_\_

---

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  Yes  No

If Yes:

i. Identify resource: \_\_\_\_\_

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): \_\_\_\_\_

iii. Distance between project and resource: \_\_\_\_\_ miles.

---

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?  Yes  No

If Yes:

i. Identify the name of the river and its designation: \_\_\_\_\_

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?  Yes  No

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name [Signature] Date 3/1/2012

Signature [Signature] Title Sillup Attorney

**PRINT FORM**



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

**DIRECTIVE**

TO: Howard E. Colton, Village Attorney March 16, 2022  
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 14, 2022:

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

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18<sup>th</sup> day of April 2022, at 7:15 P.M., to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18<sup>th</sup> day of April 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 14<sup>th</sup> day of March 2022.

Lisa DeBourg  
Deputy Village Clerk

The Clerk polled the Board as follows:

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

FILE

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

---

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

OTHER

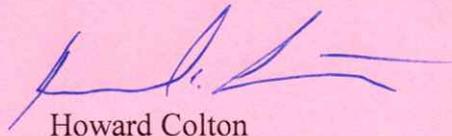
INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy  
From: Howard Colton, Village Attorney  
Date: March 14, 2022  
Re: Rezoning Application  
Section 55 Block H Lot 372  
Section 55 Block 190 Lot 63  
Section 55 Block 190, Lots 51-55

---

A petition is being filed to rezone the property known as Section 55 Block H Lot 372 from Residence AA to Industrial B; Section 55 Block 190 Lot 63 from Business AA to Industrial B; and Section 55, Block 190, Lots 51-55 from Manufacturing to Industrial B district. A Public Hearing is required whenever a change in Zoning District is contemplated. This requested zoning change will permit consistent economic development in the area.

If this meets with your approval, please place on the Board of Trustees Agenda for the setting of a public hearing on April 18, 2022 at 7:15PM. Attached is the Notice of Public Hearing.



Howard Colton  
Village Attorney

HC/ml

11-11-11

## NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18<sup>th</sup> day of April 2022, at 7:15 P.M., to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18<sup>th</sup> day of April 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 14<sup>th</sup> day of March 2022.

Lisa DeBourg  
Deputy Village Clerk

Dated: Freeport, New York  
March 14, 2022





www.liherald.com

### Affidavit of Publication

State Of New York,  
Nassau County

Hifza Haider being duly sworn, deposes and says that he/she is the principal clerk of Richner Communications, Inc., publishers of the

#### Freeport Herald

A weekly newspaper published and mailed at

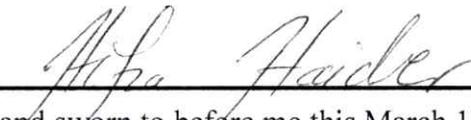
#### Freeport

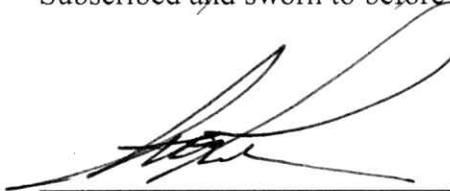
New York and the attached notice of

#### April.18 BOT Re-Zoning Application

was published in the issue(s) of that paper as follows:

3/17/2022

  
Subscribed and sworn to before me this March 17, 2022.

  
Notary Public

STUART RICHNER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02RI6155489  
Qualified in NASSAU County  
Commission Expires 11/13/22

LEGAL NOTICE  
NOTICE OF PUBLIC HEARING  
RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18th day of April 2022, at 7:15 P.M., to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.  
FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.  
STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18th day of April 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 14th day of March 2022.  
Lisa DeBourg  
Deputy Village Clerk  
Dated: Freeport, New York  
March 14, 2022  
130100



Rezone 4/18/22 public hearing date  
Section 55, Block H, Lot 372, from Residence AA district to Industrial B district,  
Section 55, Block 190, Lot 63 from Business AA to Industrial B district, Sec 55,  
Blk 190, Lots 51-55, from Manufacturing district to Industrial B district

## AFFIDAVIT OF POSTING

State of New York)  
County of Nassau)  
Village of Freeport) ss:

Samantha Hall, being duly sworn, deposes and states  
that on the 18 <sup>Name</sup> day of March 2022, he/she posted copies of  
the attached notice in the following public places in the INCORPORATED  
VILLAGE OF FREEPORT:

MUNICIPAL BUILDING	46 North Ocean Avenue
MEMORIAL LIBRARY	144 West Merrick Road
FREEPORT HOSE CO. #1	22 Southside Avenue
FREEPORT HOSE CO. #2	15 Broadway
FREEPORT HOSE CO. #3	375 South Bayview Avenue
FREEPORT RECREATION CENTER	130 East Merrick Road

Samantha Hall  
Deponent

Sworn to before me this 18 day

of March 2022

Donna L Sullivan  
Notary Public, Nassau County, NY

DONNA L SULLIVAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SU6344420  
Qualified in Nassau County  
My Commission Expires 07-11-2024

## NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18<sup>th</sup> day of April 2022, at 7:15 P.M., to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18<sup>th</sup> day of April 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 14<sup>th</sup> day of March 2022.

Lisa DeBourg  
Deputy Village Clerk

Dated: Freeport, New York  
March 14, 2022

LEGAL NOTICE  
NOTICE OF PUBLIC  
HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18th day of April 2022, at 7:15 P.M., to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.

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

STATE OF NEW YORK,  
COUNTY OF NASSAU,  
VILLAGE OF FREEPORT,  
ss: I, PAMELA WALSH  
BOENING, Clerk of the  
Village of Freeport,  
Nassau County, New  
York, do hereby certify  
that the foregoing is a  
true and correct copy of  
said notice duly  
authorized by the Board  
of Trustees of the said  
Village at a meeting of  
the Said Board of  
Trustees, calling for a  
public hearing to be duly  
held in the Main  
Conference Room of the  
Municipal Building of the  
Village of Freeport, 46 N.  
Ocean Avenue, Freeport,  
New York on the 18th  
day of April 2022 at 7:15  
P.M., and of the whole  
thereof, as entered upon  
the minutes of the  
proceedings of the said  
Board kept by me as  
Village Clerk.

IN WITNESS WHEREOF, I  
have hereunto set my  
hand and affixed the  
Corporate Seal of said  
Village this 14th day of  
March 2022.

Lisa DeBourg  
Deputy Village Clerk  
Dated: Freeport, New York  
March 14, 2022

130100



Rezone 4/18/22 public hearing date BOT  
Section 55, Block H, Lot 372, from Residence AA district to Industrial B district,  
Section 55, Block 190, Lot 63 from Business AA to Industrial B district, Sec 55,  
Blk 190, Lots 51-55, from Manufacturing district to Industrial B district

## AFFIDAVIT OF MAILING

State of New York )  
County of Nassau )  
Village of Freeport) ss:

I, Samantha Hall, being duly sworn, deposes and states that on the 18 day of march 2022, the attached notice to property owners regarding the Rezoning application of The Incorporated Village of Freeport, relative to the property located at: Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; & Sec 55, Blk 190, Lots 51-55, was duly delivered to the United States Post Office branch at Merrick Road and Ocean Avenue, Freeport, New York, and directed to the attached list of persons at the addresses designated, as same appears on the Assessment Rolls of the Village of Freeport, between which places there then was and now is a regular communication by mail.

Samantha Hall

Signature

Sworn to before me this 18 day  
of march 2022

Donna L Sullivan  
Notary Public, Nassau County, NY

DONNA L SULLIVAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SU6344420  
Qualified in Nassau County  
My Commission Expires 07-11-2024



**INCORPORATED VILLAGE OF FREEPORT  
VILLAGE CLERK**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300 (516) 771-4127 Fax**

**ROBERT T KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

**NOTICE OF PUBLIC HEARING**

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18<sup>th</sup> day of April 2022, at 7:15 P.M., to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18<sup>th</sup> day of April 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

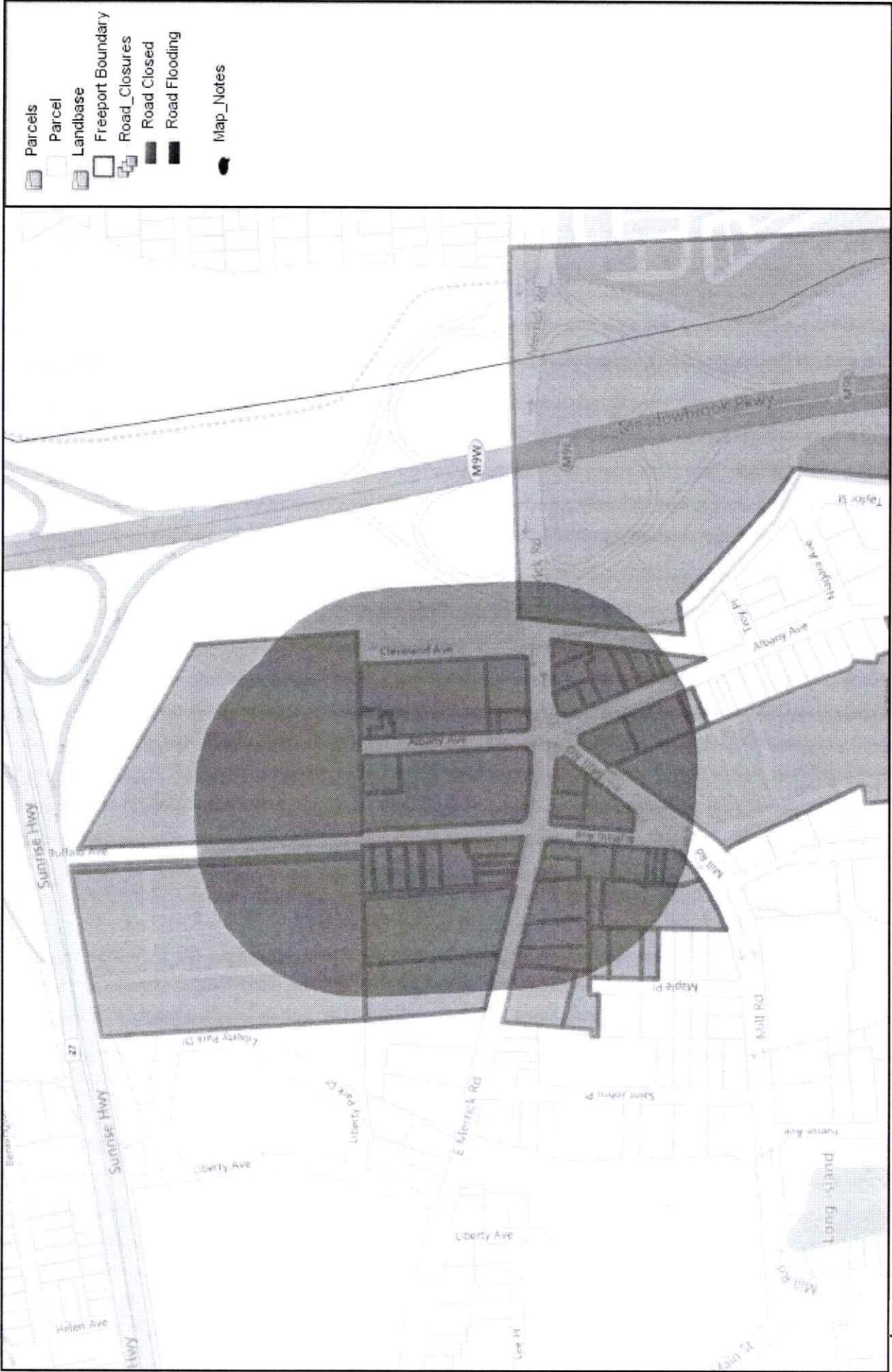
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 14<sup>th</sup> day of March 2022.

Lisa DeBourg  
Deputy Village Clerk

Dated: Freeport, New York  
March 14, 2022

Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
244 E MERRICK ABRZ LLC	0 E MERRICK RD FREEPORT, N	244 E MERRICK ABRZ LLC		10 PARKSIDE DR	GREAT NECK NY	11021-1023
TT OF FREEPORT INC	100 CLEVELAND AVE FREEPORT	TT OF FREEPORT INC		100 CLEVELAND AVE	FREEPORT NY	11520-4053
107 MILL FREEPORT LLC	234 E MERRICK RD FREEPORT	MERRICK RD GASOL	C/O WOLF	100 JERICHO QUADRANGLE	JERICHO NY	11753-1049
	107 MILL RD FREEPORT, NY 1	107 MILL FREEPORT LLC		107 MILL RD	FREEPORT NY	11520-4630
	0 MEADOWBROOK PARKWAY	STATE OF NEW YORK	C/O ORPS	16 SHERIDAN AVE	ALBANY NY	12210-2797
	160 E MERRICK RD FREEPORT	160 EMR REALTY CORP	C/O JOHN P MILES,	160 E MERRICK RD	FREEPORT NY	11520-4020
FREEPORT COLLISION INC	182 E MERRICK RD FREEPORT	FREEPORT COLLISION INC	182 MERRICK ROAL	182 E MERRICK RD	FREEPORT NY	11520-4020
2A HOLDING INC	7 MAPLE PL FREEPORT, NY	112A HOLDING INC		184 E MERRICK RD	FREEPORT NY	11520-4020
FREEPORT AFFRD HOUSII	195 E MERRICK RD FREEPORT	AFFORDABLE HOUSING	MOXEY RIGBY LLC	195 E MERRICK RD 120	FREEPORT NY	11520-4064
BUFFALO AVE PROPERTY	26 BUFFALO AVE FREEPORT,	BUFFALO AVE PROPERTY MGMT		2094 SMITH ST	MERRICK NY	11566-3614
FREEPORT MERRICK PRO	211 E MERRICK RD FREEPORT	MERRICK PROP MGM		2094 SMITH ST	MERRICK NY	11566-3614
	0 E MERRICK RD FREEPORT,	N ULLIAN MILTON		2094 SMITH ST	MERRICK NY	11566-3614
PRESTIGIACOMO KATIE A	194 E MERRICK RD FREEPORT	PRESTIGIACOMO KATIE ANN		210 E MERRICK RD	FREEPORT NY	11520-4029
FREEPORT UNION FREE S	0 ALBANY AVE FREEPORT, NY	FREEPORT UNION FREE SCHOO	C/O FACILITIES OFF	235 N OCEAN AVE	FREEPORT NY	11520-2135
REAL NY REALTY LLC	61 ALBANY AVE FREEPORT, N	REAL NY REALTY LLC		240 EAST MERRICK ROAD	FREEPORT NY	11520-4029
RLTY INC PENN PROP	100 MILL RD FREEPORT, NY	1 RLTY INC PENN PROP		240 EAST MERRICK ROAD	WESTBOROUGH	01581-5230
SCRATCHLINE PROD INC	6 BUFFALO AVE FREEPORT, N	SCRATCHLINE PROD INC		26 BUFFALO AVE	FREEPORT NY	11520-4014
DOVER GOURMET	8 MAPLE PL FREEPORT, NY	11 DOVER GOURMET		240 EAST MERRICK ROAD	FREEPORT NY	11520-4029
	261 E MERRICK RD FREEPORT	261 EAST MERRICK RD CORP		3499 E BAY CT	MERRICK NY	11566-5522
KIR MEADOWBROOK 02	210 E SUNRISE HWY FREEPORT	KIR MEADOWBROOK 027 LLC		500 N BROADWAY	JERICHO NY	11753-2128
TT OF FREEPORT INC	177 E MERRICK RD FREEPORT	TT OF FREEPORT INC		1505 S FLAGLER DR	WEST PALM BEA	33401-5946
SIXTY ALBANY HOLDING	60 ALBANY AVE FREEPORT, N	SIXTY ALBANY HOLDING LLC		60 ALBANY AVE	FREEPORT NY	11520-4702
CRACHO PROPERTIES INC	69 ALBANY AVE FREEPORT, N	CRACHO PROPERTIES INC		67 ALBANY AVE	FREEPORT NY	11520-4701
DICRACCHO REALTY INC	65 ALBANY AVE FREEPORT, N	DICRACCHO REALTY INC		67 ALBANY AVE	FREEPORT NY	11520-4701
COLUMBIA 72 ALBANY R	72 ALBANY AVE FREEPORT, N	COLUMBIA 72 ALBANY REALTY		72 ALBANY AVE	FREEPORT NY	11520-4702
	81 ALBANY AVE FREEPORT, N	GONIAS KONSTANTINOS		81 ALBANY AVE	FREEPORT NY	11520-4701
GONIAS REALTY INC	71 ALBANY AVE FREEPORT, N	GONIAS REALTY INC		91 ALBANY AVE	FREEPORT NY	11520-4701
	11 MAPLE PL FREEPORT, NY	1 CAMPOVERDE PROPERTIES LLC		99 DOXSEE DR	FREEPORT NY	11520-4603
MAPLE PLACE PROPERTII	21 MAPLE PL FREEPORT, NY	1 MAPLE PLACE PROPERTIES LL		99 DOXSEE DR	FREEPORT NY	11520-4717
MERRICK ARMS INC	203 E MERRICK RD FREEPORT	MERRICK ARMS INC		PO BOX 374	GARDEN CITY NY	11530-0374
FREEPORT 7-11 LLC	200 E MERRICK RD FREEPORT	FREEPORT 7-11 LLC		PO BOX 711	DALLAS TX	75221-0711
103 MILL ROAD CORP	103 MILL RD FREEPORT, NY	103 MILL ROAD CORP		PO BOX 7767	HICKSVILLE NY	11802-7767

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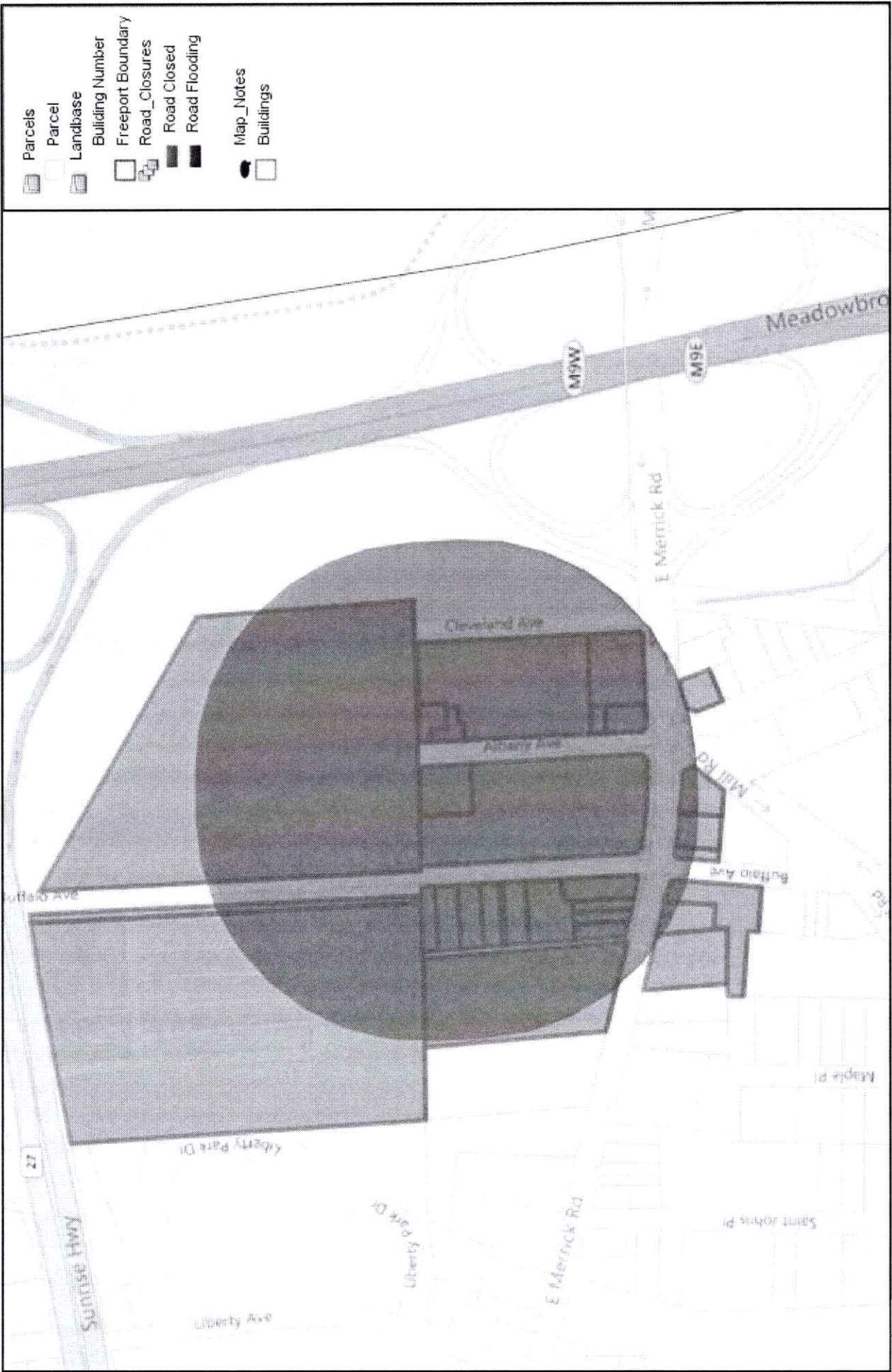


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Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
244 E MERRICK ABRZ LLC	0 E MERRICK RD FREEPORT, N 244 E MERRICK ABRZ LLC			10 PARKSIDE DR	GREAT NECK NY	11021-1023
TT OF FREEPORT INC	100 CLEVELAND AVE FREEPORT	TT OF FREEPORT INC		100 CLEVELAND AVE	FREEPORT NY	11520-4053
107 MILL FREEPORT LLC	234 E MERRICK RD FREEPORT FREEPORT MERRICK RD GASOL	107 MILL FREEPORT LLC	C/O WOLF	100 JERICHO QUADRANGLE	JERICHO NY	11753-1049
	107 MILL RD FREEPORT, NY 1 107 MILL FREEPORT LLC			107 MILL RD	FREEPORT NY	11520-4630
	0 MEADOWBROOK PARKWAY STATE OF NEW YORK		C/O ORPS - STATE L 16 SHERIDAN AVE		ALBANY NY	12210-2797
	160 E MERRICK RD FREEPORT 160 EMR REALTY CORP		C/O JOHN P MILES, 160 E MERRICK RD		FREEPORT NY	11520-4020
FREEPORT COLLISION INC	182 E MERRICK RD FREEPORT FREEPORT COLLISION INC		182 MERRICK ROAD	182 E MERRICK RD	FREEPORT NY	11520-4020
2A HOLDING INC	7 MAPLE PL FREEPORT, NY 112A HOLDING INC			184 E MERRICK RD	FREEPORT NY	11520-4020
FREEPORT AFFRD HOUSII	195 E MERRICK RD FREEPORT FREEPORT AFFORDABLE HOUSING	FREEPORT AFFRD HOUSII	MOXEY RIGBY LLC	195 E MERRICK RD 120	FREEPORT NY	11520-4064
	0 E MERRICK RD FREEPORT, N ULLIAN MILTON			2094 SMITH ST	MERRICK NY	11566-3614
BUFFALO AVE PROPERTY	26 BUFFALO AVE FREEPORT, I BUFFALO AVE PROPERTY MGMT			2094 SMITH ST	MERRICK NY	11566-3614
FREEPORT MERRICK PRO	211 E MERRICK RD FREEPORT FREEPORT MERRICK PROP MGM			2094 SMITH ST	MERRICK NY	11566-3614
PRESTIGIACOMO KATIE	# 194 E MERRICK RD FREEPORT PRESTIGIACOMO KATIE ANN			210 E MERRICK RD	FREEPORT NY	11520-4029
FREEPORT UNION FREE	S 0 ALBANY AVE FREEPORT, NY FREEPORT UNION FREE SCHOO		C/O FACILITIES OFF	235 N OCEAN AVE	FREEPORT NY	11520-2135
REAL NY REALTY LLC	61 ALBANY AVE FREEPORT, N REAL NY REALTY LLC			240 EAST MERRICK ROAD	FREEPORT NY	11520-4029
RLTY INC PENN PROP	100 MILL RD FREEPORT, NY 1 RLTY INC PENN PROP		C/O BJ'S WHOLESAL	25 RESEARCH DR	WESTBOROUGH	01581-5230
SCRATCHLINE PROD INC	6 BUFFALO AVE FREEPORT, N SCRATCHLINE PROD INC			26 BUFFALO AVE	FREEPORT NY	11520-4014
DOVER GOURMET	8 MAPLE PL FREEPORT, NY 11 DOVER GOURMET		C/O FREEPORT DOV	27 SAINT JOHNS PL	FREEPORT NY	11520-4606
	261 E MERRICK RD FREEPORT 261 EAST MERRICK RD CORP			3499 E BAY CT	MERRICK NY	11566-5522
KIR MEADOWBROOK 02	210 E SUNRISE HWY FREEPORT KIR MEADOWBROOK 027 LLC		C/O KIMCO REALTY	500 N BROADWAY	JERICHO NY	11753-2128
TT OF FREEPORT INC	177 E MERRICK RD FREEPORT TT OF FREEPORT INC		C/O AUTOMOTIVE	1505 S FLAGLER DR	WEST PALM BEA	33401-5946
SIXTY ALBANY HOLDING	60 ALBANY AVE FREEPORT, N SIXTY ALBANY HOLDING LLC			60 ALBANY AVE	FREEPORT NY	11520-4702
CRACHO PROPERTIES INC	69 ALBANY AVE FREEPORT, N CRACHO PROPERTIES INC			67 ALBANY AVE	FREEPORT NY	11520-4701
DICRACCHO REALTY INC	65 ALBANY AVE FREEPORT, N DICRACCHO REALTY INC			67 ALBANY AVE	FREEPORT NY	11520-4701
COLUMBIA 72 ALBANY R	72 ALBANY AVE FREEPORT, N COLUMBIA 72 ALBANY REALTY			72 ALBANY AVE	FREEPORT NY	11520-4702
	81 ALBANY AVE FREEPORT, N GONIAS KONSTANTINOS			81 ALBANY AVE	FREEPORT NY	11520-4701
GONIAS REALTY INC	71 ALBANY AVE FREEPORT, N GONIAS REALTY INC			91 ALBANY AVE	FREEPORT NY	11520-4701
	11 MAPLE PL FREEPORT, NY 1 CAMPOVERDE PROPERTIES LLC			99 DOXSEE DR	FREEPORT NY	11520-4603
MAPLE PLACE PROPERTIE	21 MAPLE PL FREEPORT, NY 1 MAPLE PLACE PROPERTIES LL			99 DOXSEE DR	FREEPORT NY	11520-4717
MERRICK ARMS INC	203 E MERRICK RD FREEPORT MERRICK ARMS INC		C/O KEVIN KEANE	PO BOX 374	GARDEN CITY NY	11530-0374
FREEPORT 7-11 LLC	200 E MERRICK RD FREEPORT FREEPORT 7-11 LLC		7-ELEVEN INC AV T	PO BOX 711	DALLAS TX	75221-0711
103 MILL ROAD CORP	103 MILL RD FREEPORT, NY 1 103 MILL ROAD CORP			PO BOX 7767	HICKSVILLE NY	11802-7767

# 55 190 51-55 map



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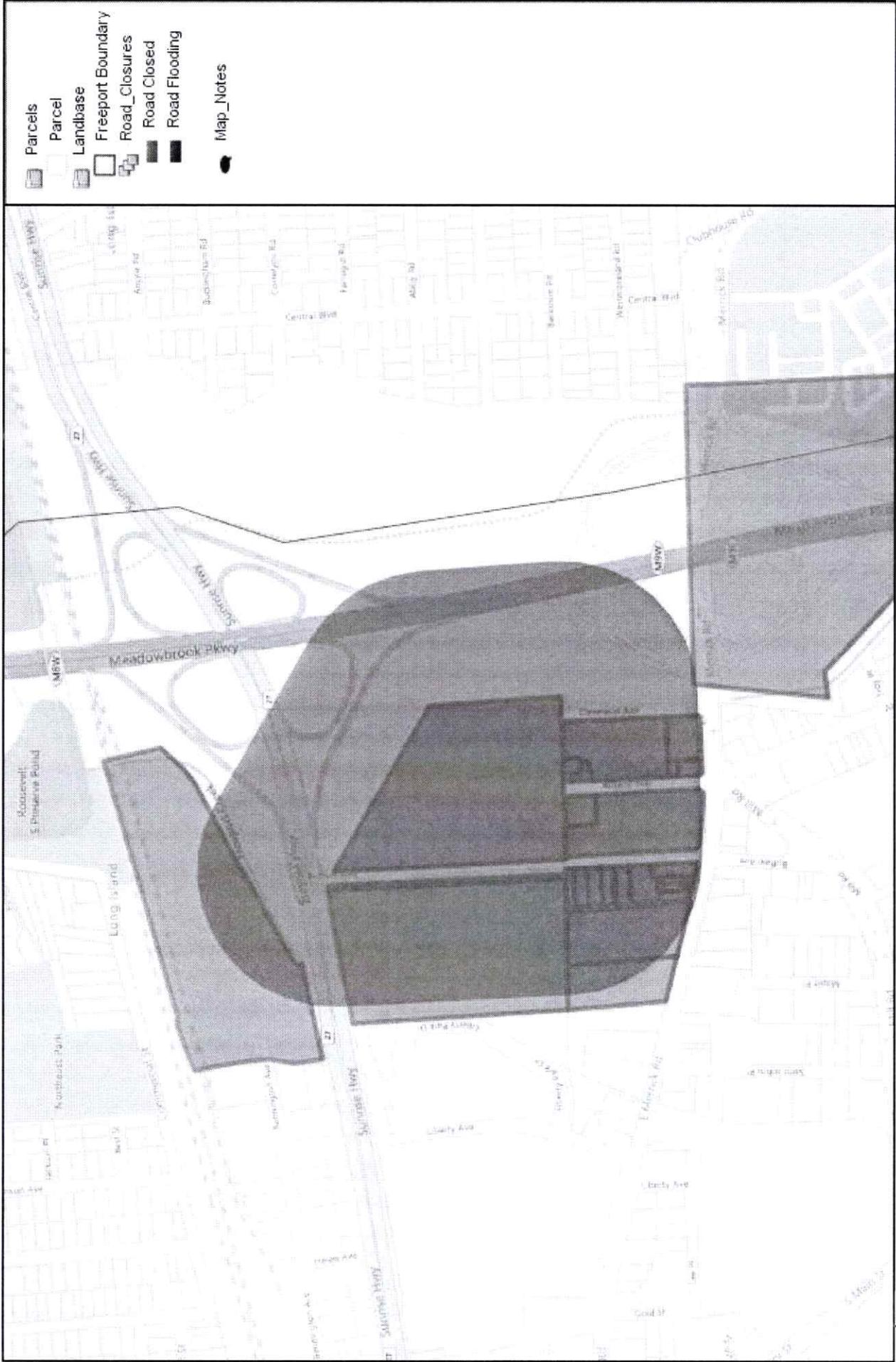


0 303.2771801 606.55436032



Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
TT OF FREEPORT INC	100 CLEVELAND AVE FREEPORT, NY	TT OF FREEPORT INC		100 CLEVELAND AVE	FREEPORT NY	11520-4053
	234 E MERRICK RD FREEPORT, NY	FREEPORT MERRICK RD GASOL	C/O WOLF	100 JERICHO QUADRAN	JERICHO NY	11753-1049
FREEPORT AFFRD HOI	195 E MERRICK RD FREEPORT, NY	FREEPORT AFFRD HOUSING	MOXEY RIGBY LL	195 E MERRICK RD 120	FREEPORT NY	11520-4064
	0 E MERRICK RD FREEPORT, NY	ULLIAN MILTON		2094 SMITH ST	MERRICK NY	11566-3614
BUFFALO AVE PROPEI	26 BUFFALO AVE FREEPORT, NY	11 BUFFALO AVE PROPERTY MGMT		2094 SMITH ST	MERRICK NY	11566-3614
FREEPORT MERRICK P	211 E MERRICK RD FREEPORT, NY	FREEPORT MERRICK PROP MGM		2094 SMITH ST	MERRICK NY	11566-3614
PRESTIGIACOMO KAT	194 E MERRICK RD FREEPORT, NY	PRESTIGIACOMO KATIE ANN		210 E MERRICK RD	FREEPORT NY	11520-4029
FREEPORT UNION FRE	0 ALBANY AVE FREEPORT, NY	1152 FREEPORT UNION FREE SCHOO	C/O FACILITIES O	235 N OCEAN AVE	FREEPORT NY	11520-2135
REAL NY REALTY LLC	61 ALBANY AVE FREEPORT, NY	115 REAL NY REALTY LLC		240 EAST MERRICK ROA	FREEPORT NY	11520-4029
SCRATCHLINE PROD II	6 BUFFALO AVE FREEPORT, NY	115 SCRATCHLINE PROD INC		26 BUFFALO AVE	FREEPORT NY	11520-4014
	261 E MERRICK RD FREEPORT, NY	261 EAST MERRICK RD CORP		3499 E BAY CT	MERRICK NY	11566-5522
KIR MEADOWBROOK	210 E SUNRISE HWY FREEPORT, NY	KIR MEADOWBROOK 027 LLC	C/O KIMCO REAL	500 N BROADWAY	JERICHO NY	11753-2128
MERRICK ARMS INC	203 E MERRICK RD FREEPORT, NY	MERRICK ARMS INC	C/O KEVIN KEANI	PO BOX 374	GARDEN CITY NY	11530-0374
FREEPORT 7-11 LLC	200 E MERRICK RD FREEPORT, NY	FREEPORT 7-11 LLC	7-ELEVEN INC AV	PO BOX 711	DALLAS TX	75221-0711

# 55 H 372 Buffalo Ave map



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Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
TT OF FREEPORT	100 CLEVELAND AVE	TT OF FREEPORT INC		100 CLEVELAND AVE	FREEPORT NY	11520-4053
	0 MEADOWBROOK PARKWAY	STATE OF NEW YORK	C/O ORPS - STATE	16 SHERIDAN AVE	ALBANY NY	12210-2797
FREEPORT AFFR	195 E MERRICK RD	FREEPORT AFFRD HOUSING	MOXEY RIGBY LLC	195 E MERRICK RD 120	FREEPORT NY	11520-4064
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BUFFALO AVE PI	26 BUFFALO AVE	FREEPORT, BUFFALO AVE PROPERTY MGMT		2094 SMITH ST	MERRICK NY	11566-3614
FREEPORT MERI	211 E MERRICK RD	FREEPORT MERRICK PROP MGM		2094 SMITH ST	MERRICK NY	11566-3614
FREEPORT UNIO	0 ALBANY AVE	FREEPORT, NY FREEPORT UNION FREE SCHOO	C/O FACILITIES OFI	235 N OCEAN AVE	FREEPORT NY	11520-2135
SCRATCHLINE PI	6 BUFFALO AVE	FREEPORT, N SCRATCHLINE PROD INC		26 BUFFALO AVE	FREEPORT NY	11520-4014
	261 E MERRICK RD	FREEPORT 261 EAST MERRICK RD CORP		3499 E BAY CT	MERRICK NY	11566-5522
KIR MEADOWBF	210 E SUNRISE HWY	FREEPORT KIR MEADOWBROOK 027 LLC	C/O KIMCO REALT	500 N BROADWAY	JERICO NY	11753-2128
TT OF FREEPOR	177 E MERRICK RD	FREEPORT TT OF FREEPORT INC	C/O AUTOMOTIVE	505 S FLAGLER DR	WEST PALM BEAC	33401-5946
MERRICK ARMS	203 E MERRICK RD	FREEPORT MERRICK ARMS INC	C/O KEVIN KEANE	PO BOX 374	GARDEN CITY NY	11530-0374

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111 111 111

**RESOLUTION NO. 10474-22**

**WHEREAS**, the NASSAU COUNTY PLANNING COMMISSION, at its regular meeting held on **March 31, 2022**, reviewed as provided by law, the following zoning matters:

<u>MUNICIPALITY</u>	<u>LOCAL CASE NO.</u>	<u>APPLICANT</u>	<u>SEC.</u>	<u>BLK.</u>	<u>LOT(S)</u>
Freeport		Board of Trustees	55 55	H 190	372 63, 51 – 55

**THEREFORE, BE IT RESOLVED**, that the **NASSAU COUNTY PLANNING COMMISSION** recommends that the referring agency take action as it deems appropriate, the Commission having no modifications

**Pursuant to Section 239-m of the General Municipal Law, the referring municipality shall file a report indicating its decision with the NASSAU COUNTY PLANNING COMMISSION within thirty (30) days of final action.**

The resolution herein was, in accordance with all applicable laws, duly considered moved and adopted by the following vote:

Marty Glennon, Chair-	aye
Jeffrey Greenfield, 1 <sup>st</sup> Vice Chair –	aye
Leonard Shapiro, 2 <sup>nd</sup> Vice Chair-	aye
Neal Lewis, 3 <sup>rd</sup> Vice Chair -	aye
Jerome Blue -	aye
Ronald Ellerbe -	not participating/not voting
Rick Shaper -	excused
Lisa Warren -	aye

The Chair declared the resolution duly adopted.

Resolution of the NASSAU COUNTY PLANNING COMMISSION **adopted: 3/31/22**





VILLAGE OF FREEPORT  
Department of Buildings  
Recommendation

Notice

X Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

X The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

       The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.  
(See reasons below)

Project :

Building Permit App.

Location: Section 55/ Block 190/ Lots 51-55

Applicant: Inc. Village of Freeport

Description: Rezoning of Manufacturing Zoning District to Industrial B

Lead Agency: Department of Buildings  
for the Board of Trustees  
Village of Freeport  
46 North Ocean Avenue, Freeport, NY

Agency Contact Person:  
Superintendent of Buildings  
(516) 377-2242

RECEIVED  
2022 MAR 30 P 3:19  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) \_\_\_\_\_  
\_\_\_\_\_

B) Possible environment effects identified:  
(only if positive determination)

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

Dated: March 30, 2022

  
Sergio A. Mauras  
Superintendent of Buildings

**IMPORTANT:** This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

VILLAGE OF FREEPORT  
Department of Buildings  
Recommendation

Notice

X Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

X The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

— The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.  
(See reasons below)

Project :

Building Permit App.

Location: Section 55/ Block 190/ Lot 63

Applicant: Inc. Village of Freeport

Description: Rezoning of Business AA Zoning District to Industrial B

Lead Agency: Department of Buildings  
for the Board of Trustees  
Village of Freeport  
46 North Ocean Avenue, Freeport, NY

Agency Contact Person:  
Superintendent of Buildings  
(516) 377-2242

**REASON(S) FOR DETERMINATION**

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) \_\_\_\_\_  
\_\_\_\_\_

B) Possible environment effects identified:  
(only if positive determination)

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

Dated: March 30, 2022

  
Sergio A. Mauras  
Superintendent of Buildings

**IMPORTANT:** This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

RECEIVED  
2022 MAR 30 P 3:10  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

VILLAGE OF FREEPORT  
Department of Buildings  
Recommendation

Notice

X Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

X The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

     The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.  
(See reasons below)

Project :

Building Permit App.

Location: Section 55/ Block H/ Lot 372

Applicant: Inc. Village of Freeport

Description: Rezoning of Residence AA Zoning District to Industrial B

Lead Agency: Department of Buildings  
for the Board of Trustees  
Village of Freeport  
46 North Ocean Avenue, Freeport, NY

Agency Contact Person:  
Superintendent of Buildings  
(516) 377-2242

RECEIVED  
2022 MAR 30 P 3:10  
CLERK'S OFFICE  
VILLAGE OF FREEPORT

REASON(S) FOR DETERMINATION

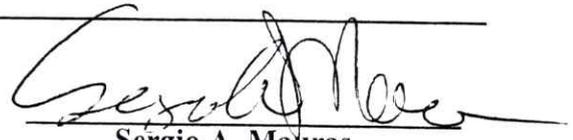
This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) \_\_\_\_\_  
\_\_\_\_\_

B) Possible environment effects identified:  
(only if positive determination)

\_\_\_\_\_

Dated: March 30, 2022

  
Sergio A. Mauras  
Superintendent of Buildings

**IMPORTANT:** This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.



**INTER-DEPARTMENT CORRESPONDENCE ONLY**  
**Incorporated Village of Freeport**

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

**FROM:** Lisa DeBourg

**DATE:** April 13, 2022

**RE:** Application for Rezoning  
Premises:  
Sec 55, Blk H, Lot 372, from Residence AA district to Industrial B district;  
Sec 55, Blk 190, Lot 63, from Business AA district to Industrial B district;  
Sec 55, Blk 190, Lots 51-55, from Manufacturing district to Industrial B district  
Applicant: Inc. Village of Freeport

---

At the Planning Board Meeting held on April 12, 2022 the following recommendation was duly adopted.

Motion was made by Ladonna Taylor seconded by Deborah Welch and unanimously carried that it is the recommendation of the Planning Board that the application of the Incorporated Village of Freeport to rezone the premises known as Section 55 Block H Lot 372 from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 from Manufacturing District to Industrial B, and Section 55 Block 190 Lot 63, from Business AA to Industrial B district, be recommended as follows;

**WHEREAS**, the Petitioner, the Incorporated Village of Freeport, filed a petition with the Board of Trustees of the Incorporated Village of Freeport for a rezoning of the above premises from Section 55 Block H Lot 372 from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 from Manufacturing District to Industrial B and Section 55 Block 190 Lot 63 from Business AA to Industrial B district, and

**WHEREAS**, the Petitioner has presented an application to the Planning Board of the Incorporated Village of Freeport for a recommendation for the zone change; and

**WHEREAS**, the Planning Board, by its recommendation to the Mayor and Board of Trustees dated April 12, 2022 did infer that if any rezoning was to be made of the subject property as outlined in the application would be appropriate; and

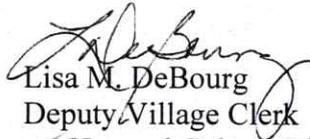
**WHEREAS**, the Planning Board recognized that many properties surrounding the subject premises are in use in the Industrial B District;

**WHEREAS**, the application for rezoning was presented to the Nassau County Planning Commission for their review and recommendation, and the Nassau County Planning Commission has, by resolution dated March 31, 2022 unanimously approved the requested rezoning.

**NOW THEREFORE**, it is the recommendation of the Planning Board of the Incorporated Village of Freeport that the properties known as Section 55 Block H Lot 372, Section 55 Block 190 Lots 51-55, and Section 55 Block 190 Lot 63, be rezoned as Industrial B district.

The Clerk polled the Board as follows:

Edgar Campbell	In Favor
Carole Ryan	In Favor
Ladonna Taylor	In Favor
Deborah Welch	In Favor
Annemarie diSalvo	In Favor
Michael Hershberg	In Favor

  
Lisa M. DeBourg  
Deputy Village Clerk

cc: Howard Colton, Village Counsel  
Sergio A Mauras, Building Dept. Superintendent



The Following Resolution was moved by Trustee \_\_\_\_\_,  
seconded by Trustee \_\_\_\_\_, who moved its adoption:

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

**WHEREAS**, the proposed action is a rezoning of Section 55 Block H Lot 372 from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 from Manufacturing District to Industrial B, and Section 55 Block 190 Lot 63 from Business AA to Industrial B district; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

EXHIBIT

EXHIBIT K

The Following Resolution was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption:

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

**WHEREAS**, the proposed action is a rezoning of Section 55 Block H Lot 372 from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 from Manufacturing District to Industrial B, and Section 55 Block 190 Lot 63 from Business AA to Industrial B district; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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





**INCORPORATED VILLAGE OF FREEPORT  
VILLAGE CLERK**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300 (516) 771-4127 Fax**

**ROBERT T KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

**NOTICE OF PUBLIC HEARING**

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 27<sup>th</sup> day of June 2022 at 7:15 P.M.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 27<sup>th</sup> day of June 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 20<sup>th</sup> day of June 2022.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
June 20, 2022



# PUBLIC NOTICES

June 23, 2022 - FREEPORT HERALD

**LEGAL NOTICE  
NOTICE OF PUBLIC  
HEARING  
RESOLVED,** that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 27th day of June 2022 at 7:15 P.M.

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

**STATE OF NEW YORK,  
COUNTY OF NASSAU,  
VILLAGE OF FREEPORT,** ss: I, **PAMELA WALSH BOENING**, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 27th day of June 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the Corporate Seal of said Village this 20th day of June 2022.

Pamela Walsh Boening  
Village Clerk  
Dated: Freeport, New York  
June 20, 2022  
132329

**PUBLIC AND  
LEGAL NOTICES...**

**LEGAL NOTICE  
NOTICE OF EXAMING  
BOARD OF PLUMBERS  
MEETING CANCELLATION  
PLEASE TAKE NOTICE** that the regularly scheduled Meeting of the Examining Board of Plumbers scheduled for the second Wednesday of July and August have been **CANCELED**; meetings will resume the second Wednesday of September at 8:00 P.M., 46 N. Ocean Avenue, Freeport, New York, in the Board of Trustees Conference Room, adjacent to the Mayor's office.

Pamela Walsh Boening  
Village Clerk  
DATED: Freeport, New York  
June 23, 2022  
132330

**LEGAL NOTICE  
SURROGATE'S COURT-  
NASSAU COUNTY  
PROBATE CITATION  
THE PEOPLE OF THE  
STATE OF NEW YORK**  
By the Grace of God Free and Independent  
File No. 2021-3986  
To Frederick Carrion, individually and as heir at law of Alfred Carrion and any and all unknown persons whose names or parts of whose names and whose place or places of residence are unknown and cannot after diligent inquiry be ascertained, distributees, heirs-at-law and next-of-kin of the said Joan L. Carrion deceased, and if any of the said above distributees named specifically or as a class be dead, their legal representatives, their husbands or wives, if any, distributees and successors in interest whose names and/or places of residence and post office addresses are unknown and cannot after diligent inquiry be ascertained.

Greetings  
A PETITION having been duly filed by **JULIE CARRION**, residing at 1008 West Beech Street, Long Beach, NY 11561  
**YOU ARE HEREBY CITED TO SHOW CAUSE** before the Surrogate's Court, Nassau County, at 262 Old Country Road, Mineola, New York, on **JULY 6, 2022 at 9:30 o'clock** in the fore noon of that day, why a decree should not be made in the estate of **Joan L. Carrion** lately domiciled

**HON. MARGARET C. REILLY**  
Hon. Margaret C. Reilly, Surrogate  
Dated, Attested and Sealed,  
4/28/22  
Debra Keller Leimbach, Chief Clerk  
This Citation is served upon you as required by law. You are not obliged to appear in person. If you fail to appear, it will be assumed that you consent to the proceedings unless you file written verification objections thereto. You have a right to have An attorney-at-law appear for you.

Name of Attorney: Kimberly Johnson, Esq.  
Address 229 7th Street, Suite 205, Garden City, NY 11530  
Phone No. (516)500-9800  
A true copy of the will offered for probate must be attached to this citation  
Notice: This citation is served upon you in accordance with the court's order directing alternative service of process. No in-person appearances shall be held on the return date of the citation. If you wish to appear to answer or object to this proceeding, you may do so in writing in accordance with the annexed notice to cited parties.  
Notice: 22NYCRR 207.7c: Proof of Service should be filled on or before the second day proceeding the return date.  
131665

To place a notice here call us at 516-569-4000 x232 or send an email to: [legalnotices@iherald.com](mailto:legalnotices@iherald.com)

**LEGAL NOTICE  
NOTICE OF SALE  
SUPREME COURT  
COUNTY OF NASSAU,  
LOANDEPOT.COM, LLC**  
Plaintiff, vs. **RONALD HARDING A/K/A RONALD R. HARDING, ET AL.,**  
Defendant (s).  
Pursuant to a Judgment of Foreclosure and Sale duly entered on December 11, 2019 I, the undersigned Referee will sell at public auction at the Nassau County Supreme Court, North Side steps, 100 Supreme Court Drive, Mineola, NY, 11501 on July 12, 2022 at 2:30 P.M., premises known as 374 SOUTH OCEAN AVENUE,

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney, or the Referee.  
**MARK S. RICCIARDI, Esq.,**  
Referee  
Roach & Lin, P.C., 6851 Jericho Turnpike, Suite 185, Syosset, New York 11791, Attorneys for Plaintiff  
131932

**LEGAL NOTICE  
NOTICE OF SALE  
SUPREME COURT.  
NASSAU COUNTY. L&L ASSOCIATES HOLDING CORP., Ptf. vs. JOSEPH ROBINSON, et al, Defts. Index #605419/2018.**  
Pursuant to judgment of foreclosure and sale dated Feb. 9, 2022, I will sell at public auction on the north front steps of Nassau Supreme Court, 100 Supreme Court Drive, Mineola, NY on July 5, 2022 at 2:30 p.m. prem. k/a District 8, Section 55, Block 345, Lot(s)149-150. Sold subject to terms and conditions of filed judgment and terms of sale. Foreclosure auction will be held "rain or shine." If proper social distancing cannot be maintained or there are other health or safety concerns, then the court appointed referee will cancel the auction. **MARK RICCIARDI, Referee. LEVY & LEVY, Attys. for Ptf.,** 12 Tulip Dr., Great Neck, NY. #99259  
131828

**LEGAL NOTICE  
NOTICE OF SALE  
SUPREME COURT.  
NASSAU COUNTY. L&L ASSOCIATES HOLDING CORP., Ptf. vs. DEA C. ADAMS, AS TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE JAMES C. ADAMS IRREVOCABLE TRUST DATED MAY 19, 2010, et al, Defts. Index #612310/2021.**  
Pursuant to judgment of foreclosure and sale entered Feb. 14, 2022, I will sell at public auction on the North Side steps of the Nassau Supreme Court, 100 Supreme Court Drive, Mineola, NY on July 5, 2022 at 2:30 p.m. prem. k/a District 9, Section 55, Block 377, Lots 1257-1258. Sold subject to terms and

**LEGAL NOTICE  
NOTICE OF SALE  
SUPREME COURT  
COUNTY OF NASSAU  
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-W2**  
Plaintiff,  
Against  
**RAMACHANDRAN NAIR A/K/A RAMCHANDRAN NAIR, et al.,**  
Defendant(s)  
Pursuant to a Judgment of Foreclosure and Sale, duly entered 11/07/2019, I, the undersigned Referee, will sell at public auction, on the North Side steps of the Nassau County Supreme Court located at 100 Supreme Court Drive, Mineola, N.Y. 11501, on 7/7/2022 at 2:30 PM, premises known as 190 Westside Avenue Freeport, New York 11520 and described as follows  
ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York. Section 0062 Block 0031-00 Lot 00014  
The approximate amount of the current Judgment lien is \$592,113.08 plus interest and costs. The Premises will be sold subject to provisions of the aforesaid Judgment of Foreclosure and Sale; Index # 011884/14  
Mark S. Ricciardi, Esq., Referee.  
McCabe, Weisberg & Conway, LLC, Suite 205, 10 Midland Ave, Port Chester, NY 10573  
Dated: 4/18-2022 File Number: 17-301303 PCO 131822  
To Place A Notice Call 516-569-4000 x232

**LEGAL NOTICE  
NOTICE OF SALE  
SUPREME COURT  
COUNTY OF NASSAU,  
KAROLYE WHITE,**  
Plaintiff, vs. **FREEPORT GATE LLC, ET AL.,**  
Defendant(s).  
Pursuant to a Judgment of Foreclosure and Sale dated on January 10, 2022, and duly entered on January 18, 2022, I, the undersigned Referee will sell at public auction at the front steps on the north side of the Nassau County Supreme Court, 100 Supreme Court Drive.

provisions of filed Judgment Index # 610119/2019. This foreclosure sale will be held on the North Side Steps of the Courthouse, rain or shine. COVID-19 safety protocols will be followed at the foreclosure sale. If proper social distancing cannot be maintained or there are other health or safety concerns, the Court Appointed Referee will cancel the sale.  
Bronster, LLP, 156 West 56th Street, Suite 902, New York, New York 10019, Attorneys for Plaintiff  
131824

**LEGAL NOTICE  
NOTICE OF SALE  
SUPREME COURT.  
NASSAU COUNTY. L&L ASSOCIATES HOLDING CORP., Ptf. vs. R AND K-3 REALTY 2016 LLC, et al, Defts. Index #604741/2021.**  
Pursuant to judgment of foreclosure and sale entered Feb. 14, 2022, I will sell at public auction on the North Side steps of the Nassau Supreme Court, 100 Supreme Court Drive, Mineola, NY on July 7, 2022 at 2:30 p.m. prem. k/a District 9, Section 62, Block 178, Lot 487. Sold subject to terms and conditions of filed judgment and terms of sale. Foreclosure auction will be held "rain or shine." If proper social distancing cannot be maintained or there are other health or safety concerns, then the court appointed referee will cancel the sale. **JOHN G. KENNEDY, Referee. LEVY & LEVY, Attys. for Ptf.,** 12 Tulip Dr., Great Neck, NY. #99270  
131826

**LEGAL NOTICE  
NOTICE OF SALE  
SUPREME COURT  
COUNTY OF NASSAU**  
Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns Asset Backed Securities I Trust 2006-HE4, Asset-Backed Certificates, Series 2006-HE4, Plaintiff  
**AGAINST**  
Gregg Hacker a/k/a Gregg R. Hacker, et al., Defendant(s)  
Pursuant to a Judgment of Foreclosure and Sale duly dated July 18, 2018 I, the undersigned Referee will sell at public auction at the North Side



Rezone 6/27/22 public hearing date  
Section 55, Block H, Lot 372, from Residence AA district to Industrial B district,  
Section 55, Block 190, Lot 63 from Business AA to Industrial B district, Sec 55,  
Blk 190, Lots 51-55, from Manufacturing district to Industrial B district

## AFFIDAVIT OF POSTING

State of New York)  
County of Nassau)  
Village of Freeport) ss:

Josephine Maradour, being duly sworn, deposes and states  
Name

that on the 20<sup>th</sup> day of June 2022, he/she posted copies of  
the attached notice in the following public places in the INCORPORATED  
VILLAGE OF FREEPORT:

MUNICIPAL BUILDING	46 North Ocean Avenue
MEMORIAL LIBRARY	144 West Merrick Road
FREEPORT HOSE CO. #1	22 Southside Avenue ✓
FREEPORT HOSE CO. #2	15 Broadway ✓
FREEPORT HOSE CO. #3	375 South Bayview Avenue ✓
FREEPORT RECREATION CENTER	130 East Merrick Road ✓

[Signature]  
Deponent

Sworn to before me this 20 day  
of June 2022

[Signature]  
Notary Public, Nassau County, NY

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



**INCORPORATED VILLAGE OF FREEPORT  
VILLAGE CLERK**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300 (516) 771-4127 Fax**

**ROBERT T KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

**NOTICE OF PUBLIC HEARING**

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 27<sup>th</sup> day of June 2022 at 7:15 P.M.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 27<sup>th</sup> day of June 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 20<sup>th</sup> day of June 2022.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
June 20, 2022



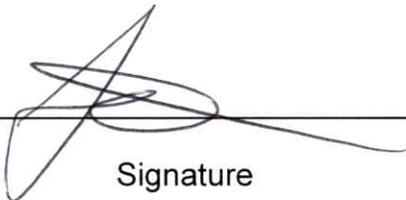
Rezone 6/27/22 public hearing date  
Section 55, Block H, Lot 372, from Residence AA district to Industrial B district,  
Section 55, Block 190, Lot 63 from Business AA to Industrial B district, Sec 55,  
Blk 190, Lots 51-55, from Manufacturing district to Industrial B district

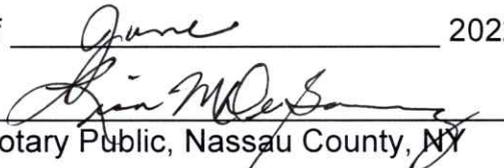
BOT

## AFFIDAVIT OF MAILING

State of New York )  
County of Nassau )  
Village of Freeport) ss:

I, Josephine Maradino, being duly sworn, deposes and states that on the 20<sup>th</sup> day of June 2022, the attached notice to property owners regarding the Rezoning application of The Incorporated Village of Freeport, relative to the property located at: Section 55, Block H, Lot 372; Section 55, Block 190, Lot 63; & Sec 55, Blk 190, Lots 51-55, was duly delivered to the United States Post Office branch at Merrick Road and Ocean Avenue, Freeport, New York, and directed to the attached list of persons at the addresses designated, as same appears on the Assessment Rolls of the Village of Freeport, between which places there then was and now is a regular communication by mail.

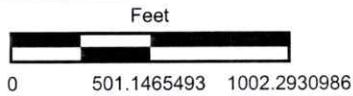
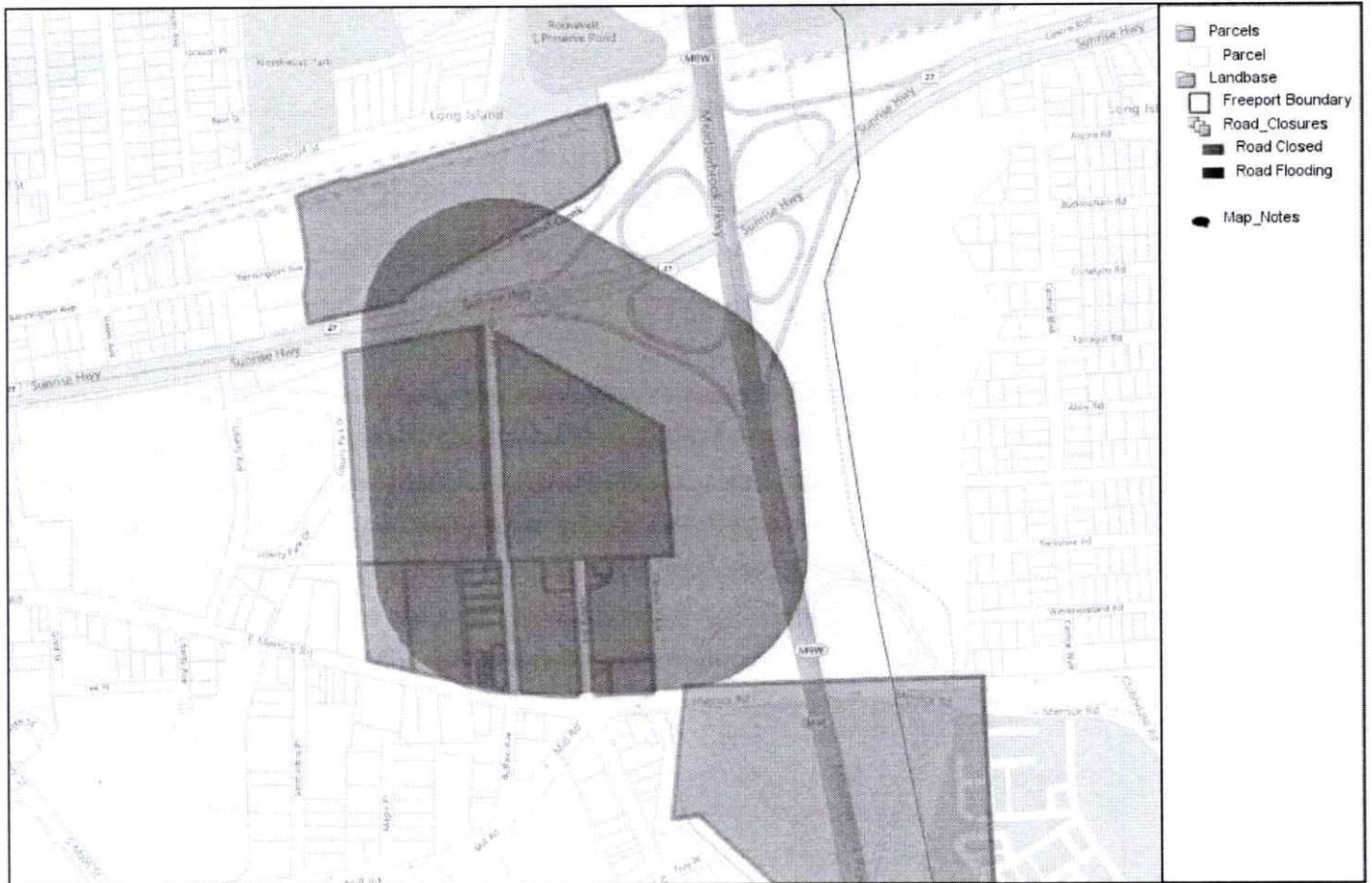
  
Signature

Sworn to before me this 20 day  
of June 2022  
  
Notary Public, Nassau County, NY

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

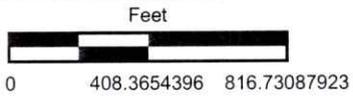
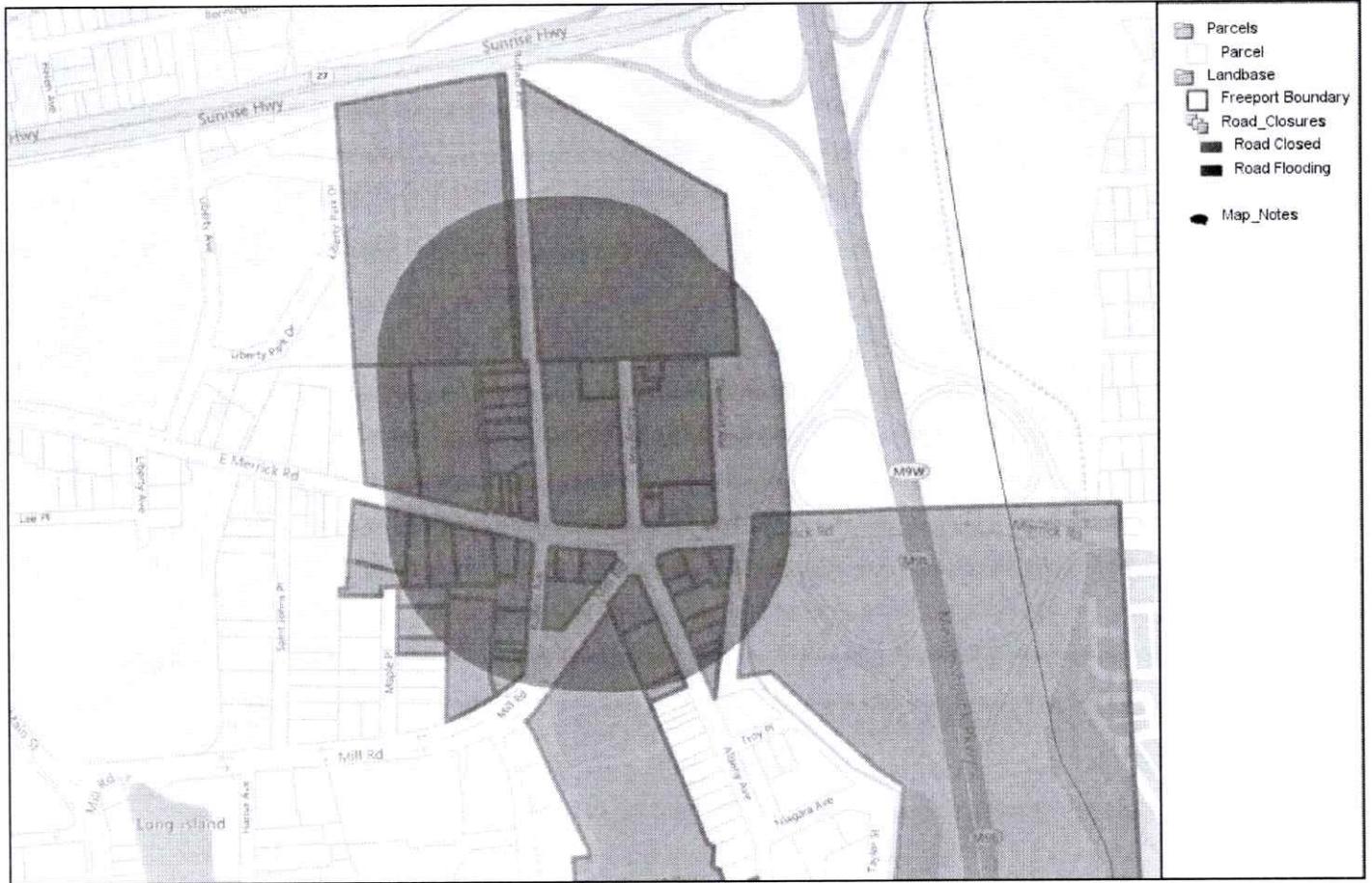
Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
244 E MERRICK ABRZ LLC	0 E MERRICK RD FREEPORT, N	244 E MERRICK ABRZ LLC		10 PARKSIDE DR	GREAT NECK NY	11021-1023
TT OF FREEPORT INC	100 CLEVELAND AVE FREEPOIT	TT OF FREEPORT INC		100 CLEVELAND AVE	FREEPORT NY	11520-4053
	234 E MERRICK RD FREEPORT	MERRICK RD GASOL	C/O WOLF	100 JERICHO QUADRANGLE	JERICHO NY	11753-1049
107 MILL FREEPORT LLC	107 MILL RD FREEPORT, NY 1	107 MILL FREEPORT LLC		107 MILL RD	FREEPORT NY	11520-4630
	0 MEADOWBROOK PARKWAY	STATE OF NEW YORK	C/O ORPS -	STATE L 16 SHERIDAN AVE	ALBANY NY	12210-2797
	160 E MERRICK RD FREEPORT	160 EMR REALTY CORP	C/O JOHN P	MILES, 160 E MERRICK RD	FREEPORT NY	11520-4020
FREEPORT COLLISION INC	182 E MERRICK RD FREEPORT	FREEPORT COLLISION INC		182 MERRICK ROAD	FREEPORT NY	11520-4020
2A HOLDING INC	7 MAPLE PL FREEPORT, NY	112A HOLDING INC		184 E MERRICK RD	FREEPORT NY	11520-4020
FREEPORT AFFRD HOUSII	195 E MERRICK RD FREEPORT	AFFORDABLE HOUSING	MOXEY RIGBY LLC	195 E MERRICK RD 120	FREEPORT NY	11520-4064
BUFFALO AVE PROPERTY	26 BUFFALO AVE FREEPORT,	BUFFALO AVE PROPERTY MGMT		2094 SMITH ST	MERRICK NY	11566-3614
FREEPORT MERRICK PRO	211 E MERRICK RD FREEPORT	MERRICK PROP MGM		2094 SMITH ST	MERRICK NY	11566-3614
	0 E MERRICK RD FREEPORT,	N ULLIAN MILTON		2094 SMITH ST	MERRICK NY	11566-3614
PRESTIGIACOMO KATIE A	194 E MERRICK RD FREEPORT	PRESTIGIACOMO KATIE ANN		210 E MERRICK RD	FREEPORT NY	11520-4029
FREEPORT UNION FREE S	0 ALBANY AVE FREEPORT, NY	FREEPORT UNION FREE SCHOO	C/O	FACILITIES OFF 235 N OCEAN AVE	FREEPORT NY	11520-2135
REAL NY REALTY LLC	61 ALBANY AVE FREEPORT, N	REAL NY REALTY LLC		240 EAST MERRICK ROAD	FREEPORT NY	11520-4029
RLTY INC PENN PROP	100 MILL RD FREEPORT, NY	1 RLTY INC PENN PROP		26 BUFFALO AVE	WESTBOROUGH	01581-5230
SCRATCHLINE PROD INC	6 BUFFALO AVE FREEPORT, N	SCRATCHLINE PROD INC		26 BUFFALO AVE	FREEPORT NY	11520-4014
DOVER GOURMET	8 MAPLE PL FREEPORT, NY	11 DOVER GOURMET		C/O FREEPORT DOV 27 SAINT	FREEPORT NY	11520-4606
	261 E MERRICK RD FREEPORT	261 EAST MERRICK RD CORP		3499 E BAY CT	MERRICK NY	11566-5522
KIR MEADOWBROOK 027	210 E SUNRISE HWY FREEPOF	KIR MEADOWBROOK 027 LLC		3499 E BAY CT	JERICHO NY	11753-2128
TT OF FREEPORT INC	177 E MERRICK RD FREEPORT	TT OF FREEPORT INC		500 N BROADWAY	WEST PALM BEA	33401-5946
SIXTY ALBANY HOLDING	60 ALBANY AVE FREEPORT, N	SIXTY ALBANY HOLDING LLC		60 ALBANY AVE	FREEPORT NY	11520-4702
CRACHO PROPERTIES INC	69 ALBANY AVE FREEPORT, N	CRACHO PROPERTIES INC		67 ALBANY AVE	FREEPORT NY	11520-4701
DICRACCHO REALTY INC	65 ALBANY AVE FREEPORT, N	DICRACCHO REALTY INC		67 ALBANY AVE	FREEPORT NY	11520-4701
COLUMBIA 72 ALBANY R	72 ALBANY AVE FREEPORT, N	COLUMBIA 72 ALBANY REALTY		72 ALBANY AVE	FREEPORT NY	11520-4702
	81 ALBANY AVE FREEPORT, N	GONIAS KONSTANTINOS		81 ALBANY AVE	FREEPORT NY	11520-4701
GONIAS REALTY INC	71 ALBANY AVE FREEPORT, N	GONIAS REALTY INC		91 ALBANY AVE	FREEPORT NY	11520-4701
	11 MAPLE PL FREEPORT, NY	1 CAMPOVERDE PROPERTIES LLC		99 DOXSEE DR	FREEPORT NY	11520-4603
MAPLE PLACE PROPERTIE	21 MAPLE PL FREEPORT, NY	1 MAPLE PLACE PROPERTIES LL		99 DOXSEE DR	FREEPORT NY	11520-4717
MERRICK ARMS INC	203 E MERRICK RD FREEPORT	MERRICK ARMS INC		PO BOX 374	GARDEN CITY NY	11530-0374
FREEPORT 7-11 LLC	200 E MERRICK RD FREEPORT	FREEPORT 7-11 LLC		7-ELEVEN INC AV T/PO BOX 711	DALLAS TX	75221-0711
103 MILL ROAD CORP	103 MILL RD FREEPORT, NY	1 103 MILL ROAD CORP		PO BOX 7767	HICKSVILLE NY	11802-7767

# 55 H 372 Buffalo Ave map



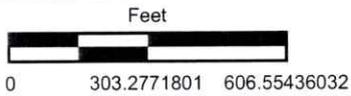
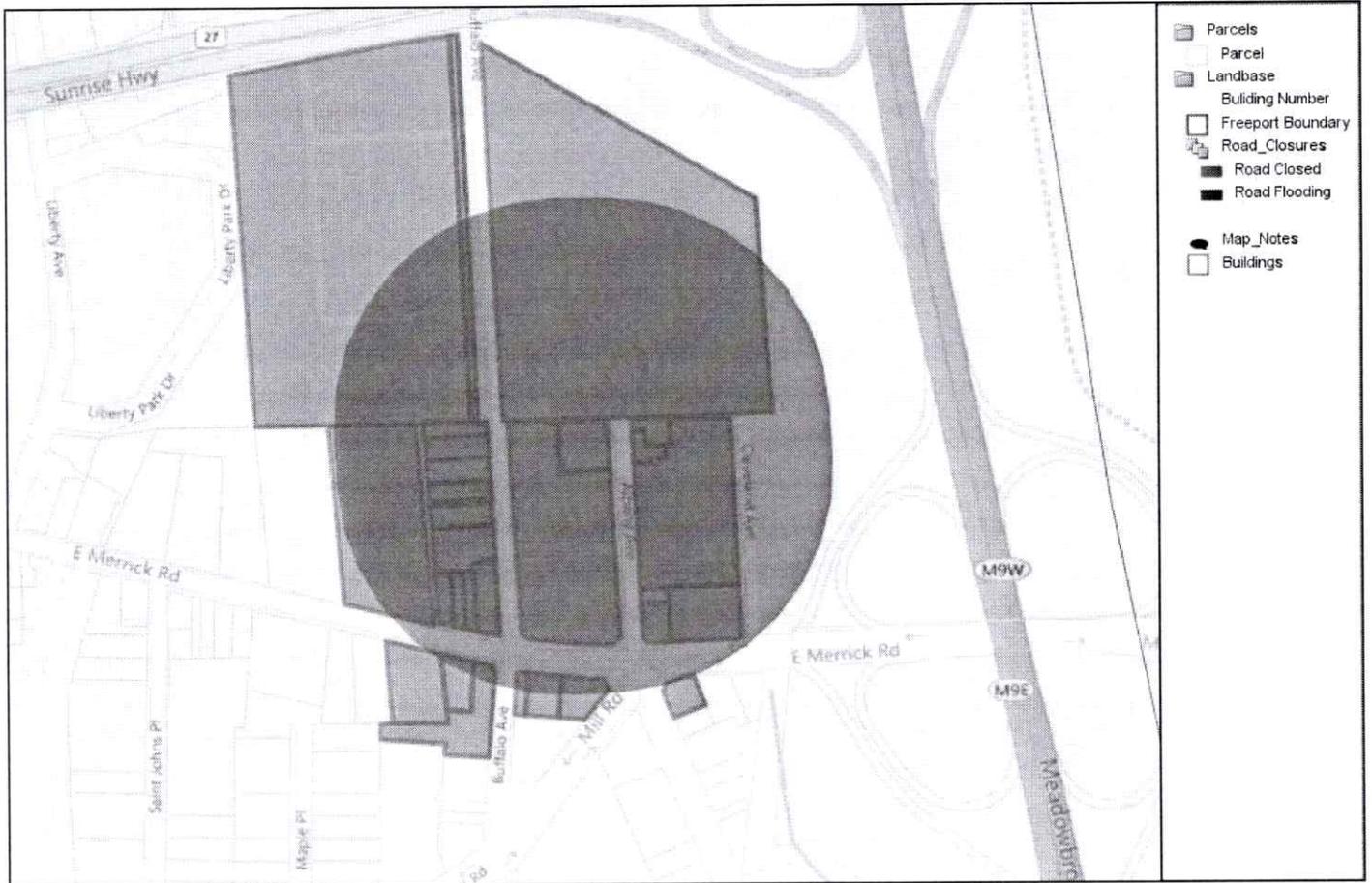
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

55 190 63



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

### 55 190 51-55 map



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



**INCORPORATED VILLAGE OF FREEPORT  
VILLAGE CLERK**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300 (516) 771-4127 Fax**

**ROBERT T KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

**NOTICE OF PUBLIC HEARING**

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 27<sup>th</sup> day of June 2022 at 7:15 P.M.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 27<sup>th</sup> day of June 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 20<sup>th</sup> day of June 2022.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
June 20, 2022



Bruce Blakeman  
*County Executive*

Kenneth G. Arnold  
*Commissioner*



Marty Glennon  
*Chair*

Jeffrey Greenfield  
*1<sup>st</sup> Vice-Chair*  
Leonard Shapiro  
*2<sup>nd</sup> Vice Chair*  
Neal Lewis  
*3<sup>rd</sup> Vice Chair*  
Ronald J. Ellerbe  
Murray Forman  
Khandan Kalaty  
Reid Sakowich  
Lisa Warren

## Nassau County Department of Public Works Nassau County Planning Commission

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1194 Prospect Avenue  
Westbury, New York 11590-2923  
[www.nassaucountyny.gov](http://www.nassaucountyny.gov)

May 27, 2022

Howard Colton  
Village Attorney  
Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

### **Re: Board of Trustees - Change of Zone for three Village-Owned Parcels to Industrial B**

Dear Mr. Colton:

Please be advised that the above-referenced Village-initiated proposed change of zone for three Village-owned properties was before the Nassau County Planning Commission on 3/31/22. The Planning Commission issued a Local Determination (see attached NCPC Resolution 10474). However, First Vice Chair Greenfield made a motion to approve Local Determination subject to the following: 1. park alienation legislation from the State Legislature for the Village-owned park (Cleveland Ave. Fields) and 2. the dismissal of pending school district litigation between the Village of Freeport and the School District concerning the use of Cleveland Ave. Fields. The motion was seconded by Commissioner Blue and passed by the Planning Commission.

Sincerely,

A handwritten signature in cursive script that reads "Martin Katz".

Martin Katz  
Nassau County DPW, Division of Planning

**RESOLUTION NO. 10474-22**

**WHEREAS**, the NASSAU COUNTY PLANNING COMMISSION, at its regular meeting held on **March 31, 2022**, reviewed as provided by law, the following zoning matters:

<u>MUNICIPALITY</u>	<u>LOCAL CASE NO.</u>	<u>APPLICANT</u>	<u>SEC.</u>	<u>BLK.</u>	<u>LOT(S)</u>
Freeport (with letter)		Board of Trustees	55 55	H 190	372 63, 51 – 55

**THEREFORE, BE IT RESOLVED**, that the **NASSAU COUNTY PLANNING COMMISSION** recommends that the referring agency take action as it deems appropriate, the Commission having no modifications

**Pursuant to Section 239-m of the General Municipal Law, the referring municipality shall file a report indicating its decision with the NASSAU COUNTY PLANNING COMMISSION within thirty (30) days of final action.**

The resolution herein was, in accordance with all applicable laws, duly considered moved and adopted by the following vote:

Marty Glennon, Chair-	aye
Jeffrey Greenfield, 1 <sup>st</sup> Vice Chair –	aye
Leonard Shapiro, 2 <sup>nd</sup> Vice Chair-	aye
Neal Lewis, 3 <sup>rd</sup> Vice Chair -	aye
Jerome Blue -	aye
Ronald Ellerbe -	not participating/not voting
Rick Shaper -	excused
Lisa Warren -	aye

The Chair declared the resolution duly adopted.

Resolution of the NASSAU COUNTY PLANNING COMMISSION **adopted: 3/31/22**

STATE OF NEW YORK    )  
  ) SS:  
COUNTY OF NASSAU    )

I, Sean Sallie, Deputy Commissioner of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF PLANNING, do hereby certify that I have compared the proceeding with the original resolution passed by the PLANNING COMMISSION of Nassau County, New York on \_\_\_\_\_

on file in my office and recorded in the record of proceeding of the PLANNING COMMISSION of the County of Nassau and do certify the same to be a correct transcript therefrom and the whole said original.

I further certify that the Resolution herein above-mentioned was passed by the concurring affirmative vote of the PLANNING COMMISSION of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand,  
This 31 day of MARCH  
In the year two thousand and twenty-two

  
\_\_\_\_\_  
Sean Sallie  
Deputy Commissioner  
Division of Planning, Department of Public Works





VILLAGE OF FREEPORT  
Department of Buildings  
Recommendation

Notice

x Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

x The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

— The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.  
(See reasons below)

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**Project:** rezoning of Section 55 Block H Lot 372 a/k/a 150 Cleveland Avenue from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 a/k/a 80-84 Albany Avenue from Manufacturing District to Industrial B, and Section 55 Block 190 Lot 63 a/k/a 3 Buffalo Avenue from Business AA to Industrial B district; and said properties are located within the Incorporated Village of Freeport and within that portion of the Incorporated Village of Freeport of which the Freeport Union Free School District a/k/a Freeport Public Schools is a part.

**Applicant :** Incorporated Village of Freeport

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**Description:** A rezoning of Section 55 Block H Lot 372 from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 from Manufacturing District to Industrial B, and Section 55 Block 190 Lot 63 from Business AA to Industrial B district.

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**Lead Agency:** Department of Buildings  
for the Board of Trustees  
Village of Freeport  
46 North Ocean Avenue

**Agency Contact Person:**  
Superintendent of Buildings  
(516) 377-2242

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**REASON(S) FOR DETERMINATION**

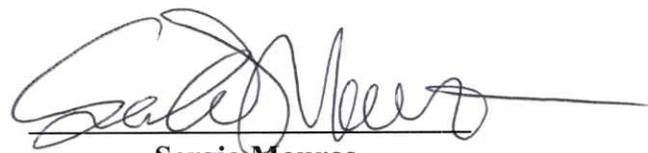
This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) \_\_\_\_\_

B) Possible environment effects identified:  
(only if positive determination)

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**DATED:** June 24, 2022  
Freeport, New York

  
Sergio Mauras  
Superintendent of Buildings

**IMPORTANT:** This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.



The Following Resolution was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption:

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

**WHEREAS**, the proposed action is a rezoning of Section 55 Block H Lot 372 a/k/a 150 Cleveland Avenue from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 a/k/a 80-84 Albany Avenue from Manufacturing District to Industrial B, and Section 55 Block 190 Lot 63 a/k/a 3 Buffalo Avenue from Business AA to Industrial B district; and

**WHEREAS**, said properties are located within the Incorporated Village of Freeport and within that portion of the Incorporated Village of Freeport of which the Freeport Union Free School District a/k/a Freeport Public Schools is a part; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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



The Following Resolution was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption:

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

**WHEREAS**, the proposed action is a rezoning of Section 55 Block H Lot 372 a/k/a 150 Cleveland Avenue from Residence AA to Industrial B, Section 55 Block 190 Lots 51-55 a/k/a 80-84 Albany Avenue from Manufacturing District to Industrial B, and Section 55 Block 190 Lot 63 a/k/a 3 Buffalo Avenue from Business AA to Industrial B district; and

**WHEREAS**, said properties are located within the Incorporated Village of Freeport and within that portion of the Incorporated Village of Freeport of which the Freeport Union Free School District a/k/a Freeport Public Schools is a part; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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





John H. Gross  
Partner  
jhgross@ingermansmith.com

Reply to Hauppauge Office

*-via hand delivery for placement into the record-*

June 27, 2022



Mayor Robert T. Kennedy and  
Members of the Board of Trustees  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

**Re:** *June 27, 2022 Public Hearing to Consider re-zoning Application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District*

Dear Mayor Kennedy and Members of the Board of Trustees:

This Firm serves as counsel to the Freeport Union Free School District (the "School District"). This letter is sent on behalf of the School District in connection with the above-referenced matter.

At the outset, the School District objects to the Notice of Public Hearing issued by the Village of Freeport (the "Village"). This Public Hearing was not properly noticed. The Village issued a Notice of Public Hearing dated June 20, 2022 stating that a public hearing is scheduled for June 27, 2022 in order to consider the re-zoning application for the above-mentioned parcels (the "Rezoning Application"). Pursuant to New York State Village Law §7-706, the board of trustees shall not enact any amendments, regulations, restrictions, or boundaries until after a public hearing in relation thereto. The statute further requires "at least ten days' notice of the time and place of such hearing" to be published in a paper of general circulation in such Village. N.Y. Village Law § 7-706 (McKinney). Notice was not published to the Freeport Herald, the Village's designated newspaper for legal notices, until June 23, 2022, four days prior to the June 27, 2022 hearing. Accordingly, if the Village decides to hold the Public Hearing today, June 27,

**Re:** *June 27, 2022 Public Hearing to Consider re-zoning Application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District*

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2022, despite the notice deficiency, any action taken at the hearing will be considered null and void.<sup>1</sup>

As the Village is likely aware, this is not the first instance of the Village's improper actions regarding the subject Rezoning Application. Specifically, Judge Felice Muraca, a Nassau County Supreme Court Justice, recently invalidated the Village's April 18, 2022 public hearing and the Village's Special Meeting. Judge Muraca held that the Village's violations of the Open Meetings Law were "not a 'result of an unintentional failure' and in fact, were willful in nature." Attached for your reference is Judge Muraca's June 17, 2022 decision.

Notwithstanding the clear order issued by Judge Muraca, i.e. that the Village is "...enjoined from proceeding with the Application to rezone Subject Property until such time as they comply with the mandates of the Open Meetings Law and all other applicable statutory provisions", the Village is once again in violation of the Open Meetings Law and statute.

Judge Muraca specifically cited to the Village's failure to provide the Rezoning Application documents prior to the April 18, 2022 public hearing as a violation of the Open Meetings Law. The Village has once again failed to make the Rezoning Application documents available to the public prior to today's public hearing. Open Meetings Law 103(e) requires records subject to discussion by a public body during an Open Meeting shall be made available at least twenty-four (24) hours before the meeting. The statute further mandates that such records be uploaded to the public body's website at least twenty-four (24) hours before the meeting if such public body maintains a regularly updated website and utilizes a high-speed internet connection. The Village of Freeport maintains such a website, and the Village uses a high-speed internet connection. As of 7:15 PM on Sunday, June 26, 2022, twenty-four (24) hours prior to the Monday, June 27, 2022, meeting, the documents to be discussed regarding the abovementioned property were not uploaded to the Village's website (<https://www.freeportny.gov/>). In fact, even as of one hour before the 7:15 p.m. meeting, the documents were still not posted on the

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<sup>1</sup> See, *Avelli v Town of Babylon*, 54 Misc 2d 662 (Sup Ct 1967)(The Court held seven days' notice failed to meet the ten days' notice requirement); see also, *Inc. Vil. of Is. Park v J.E.B. Assoc., Inc.*, 21 Misc 2d 249 (Sup Ct 1959)(action of the Village was declared "null and void" when the Village failed to meet the requirements for publishing the notice of a public hearing).

**Re: June 27, 2022 Public Hearing to Consider re-zoning Application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District**

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Village's website. The Village has the means and ability to upload the documents to the regularly updated website but continues to fail to do so. The Village's continuous refusal to comply with the requirements of the Open Meetings Law demonstrates a complete disregard for the public's right to transparency and access to records. Because the April 18, 2022 public hearing was declared null and void by the Court, today's public hearing is the first public hearing which has been improperly noticed under statute as set forth above, and once again fails to meet the requirements of the Open Meetings Law.

Additionally, the School District further objects to the Village's actions because the Village may not vote on the Rezoning Application until the conditions set by the Nassau County Planning Commission ("Planning Commission") have been met. The Planning Commission met on March 31, 2022, to consider the Village's Rezoning Application and thereafter voted to approve the Rezoning Application for local determination "**subject to the park alienation legislation and subject to the dismissal of the pending school district litigation.**" As of today, June 27, 2022, the subject property has not been alienated and the litigation, Incorporated Village of Freeport v. Freeport Union Free School District, Index No. 612536/2021, is still currently pending before the Honorable Felice J. Muraca in Nassau County Supreme Court. As it relates to the alienation of the subject property, the home rule requests submitted to the State Legislature by the Village are improper in that both home rule requests were submitted after improperly noticed special meetings of the Board of Trustees.

Finally, the rezoning of parkland is designated as a Type I action which is more likely to require an Environmental Impact Statement pursuant to New York State Environmental Quality Review Act ("SEQRA"). Despite this fact, the Village's Superintendent of Buildings rendered a Negative Declaration Recommendation to the Board of Trustees with a purported finding that the proposed rezoning will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement. This determination improperly eliminates the opportunity for a meaningful and necessary environmental review under SEQRA. Further, Type I actions require coordinated review by all involved agencies including the School District. As early as March 15, 2022, the Village has been involved in the SEQRA process without coordination with the School District.

Notwithstanding the above deficiencies and the Village's failure to comply with its statutory obligations, the School District continues to oppose the re-zoning of the Subject

**Re: June 27, 2022 Public Hearing to Consider re-zoning Application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District**

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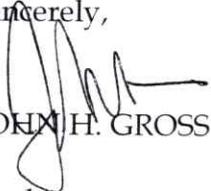
Property. As we have stated previously, the School District maintains its longstanding legal right of access and continued use of the Cleveland Avenue Field, which has served as athletic and playground facilities for generations of students. The dispute over this matter is before the New York State court system and will be resolved there. No action taken by the Village will change this fact, including the Village's attempt to change the zoning of the Cleveland Avenue Fields. The Village's efforts to extinguish the School District's interest in the property are further attempts by the Mayor and Board of Trustees to deny the District and its students use of the Cleveland Avenue Field.

The Village continues to behave as if the School District's 70-year-old legal right to use the field does not exist. Every Freeport Village Mayor, Board Trustee and Village Administration has staunchly supported and protected the School District's legal right to use the Cleveland Avenue for student athletic purposes for the last three quarters of a century, until today.

The School District strenuously opposes the Village's efforts to rezone this property to the detriment of our school, our students and the school community. We reiterate that the School District's only motivation regarding Cleveland Avenue Field has been to ensure the protection of the health and safety of our students and school community and to further protect our longstanding property and legal interests.

*This letter is sent with a full reservation of the District's rights in equity and at law. Further, the District reserves the right to submit additional documentation in support of its opposition of this Rezoning Application at the time that the properly noticed public hearing is held and/or to modify any statement made herein or on the record based upon additional information that is made available.*

Sincerely,

  
JOHN H. GROSS

Enclosures

cc: *via hand delivery to:*  
Howard E. Colton, Village Attorney  
Christian Browne, McLaughlin & Stern, LLP

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU**

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**P R E S E N T:**

**HON. FELICE J. MURACA, A.J.S.C.**

**TRIAL/IAS PART 44**

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**FREEPORT UNION FREE SCHOOL DISTRICT,**

Petitioner,

**DECISION AND ORDER**

Index No. 606401/2022

Motion Seq.#: C-001

XXX

-against-

**INCORPORATED VILLAGE OF FREEPORT,  
THE BOARD OF TRUSTEES OF THE  
INCORPORATED VILLAGE OF FREEPORT,  
and ROBERT T. KENNEDY, in his Official  
Capacity as Mayor of Incorporated Village  
of Freeport,**

Respondents.

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The Court has reviewed e-filed documents numbered 1-27, 32, and 40-42 on this Petition.

Upon the foregoing papers, Petitioner moves by Order to Show Cause requesting an order: (a) enjoining Respondents from re-zoning Subject Property; (b) enjoining Respondents from alienating Subject Property; (c) declaring Respondents' acts and omissions of re-zoning efforts arbitrary and capricious; (d) declaring the SEQRA determination arbitrary and capricious and null and void; (e) re-open the public hearing for the re-zoning of Subject Property; (f) enjoining Respondent, Village of Freeport from placing matters related to Subject Property without prior written notice to Petitioner; (g) requiring Respondents, Village Board of Trustees, and Mayor Robert T. Kennedy, to participate in training pursuant to POL §107; (h) directing Respondents to post all meeting minutes in compliance with POL §106; (i) awarding the Petitioner costs and attorneys fees.

In addition to the filed documents, an oral argument was held on June 2, 2022. The Court denied the continuation of a Temporary Restraining Order on that date. The two remaining issues before this Court are whether the Respondents have violated the Open Meetings Law (“OML”) and whether the Petitioners have established good cause for this Court to declare the Respondents’ actions null and void. The OML is codified in Public Officers Law Ch. 47, Art. 7, Sections 100-111. The Court’s decision is as follows:

Respondents are seeking to have Section 55, Block H, Lot 372 (“Subject Property”) re-zoned from Residence AA District to Industrial B District. In order to do so, Respondents must first alienate Subject Property. In commencing the process, Respondents filed a re-zoning application (“Application”) with the Nassau County Planning Commission (“Commission”) on March 17th, 2022. On March 22<sup>nd</sup>, 2022, a notice was sent out for a public hearing on April 18, 2022 (“Meeting 1”), and on the agenda of this *regular meeting* was “the re-zoning of [Subject Property].” Petitioner acknowledges receiving notice for Meeting 1. On March 29, 2022, Respondents supplemented the Application by sending additional documents to the Commission. On March 31, 2022, the Commission approved the Application.

Prior to the convening of Meeting 1, Petitioner requested the Application from Respondents and their affiliates on at least five different occasions. Respondents failed to provide the Application to the public or to Petitioner prior to Meeting 1. As a result, the public and Petitioner were unable to reference the Application or any documents related to rezoning at or prior to Meeting 1. After Meeting 1 was conducted, Petitioner made at least four more unsuccessful attempts to receive a copy of the Application.

Petitioner’s counsel finally received the Application on April 29, 2022. Another *regular meeting* was held on May 2, 2022, however, the rezoning of Subject Property was not on the agenda. Respondent alleges that after the *regular meeting* was held, he received an email from the Legislative Director, Senator John Brooks, requiring a “special meeting” to be held immediately. The “special meeting” was scheduled for the next day, on May 3, 2022 (“Meeting 2”), during normal business hours. As a result of Meeting 2, Respondents

took action and sent a "Home Rule Request" to the New York State Legislature for a bill to go forward regarding the alienation of Subject Property.

It should be noted that the parties are involved in a related legal dispute, under Index No. 612536/2021, *Inc. Village of Freeport v. Freeport Union Free School District*, wherein Respondent, Incorporated Village of Freeport, in the instant action, commenced the lawsuit against Petitioner, seeking a judgment from this Court declaring that Respondents hold title to the Subject Property unencumbered by any interest in favor of Petitioner. Subject Property is an athletic field where Petitioner alleges they have held an easement since 1970. Since 1970, Petitioner and the citizens of the Village of Freeport have benefitted from the easement and are currently still using Subject Property for both athletic and educational purposes as part of the Freeport Union Free School District. The Petitioner alleges that the rezoning of Subject Property will terminate their easement. Respondents seek to have a declaratory judgment ordering that Petitioner has no interest in Subject Property, which will allow Respondents to continue the ongoing negotiations to sell the property to a potential buyer. Petitioner claims the perspective buyer of Subject Property is Amazon.

#### **Meeting 1: Failure to Turn Over Application**

Petitioner alleges that Respondents' failure to provide the Application prior to Meeting 1 is a violation of the OML and the Court should null and void any actions taken. Respondents adamantly oppose the Petition, claiming the Application was not required to be turned over. Secondly, the Respondents claim that no action was taken, and therefore, Petitioner's claim is premature *until after* the Legislature signs the bill.

Respondents' claims are in direct conflict with the legislative intent of the OML statute. Since its inception, in 1979, the OML "gives the public the right to attend meetings of public bodies, listen to the debates and watch the decision-making process in action. It requires public bodies to provide notice of the times and places of meetings, and keep minutes of all actions taken." (Your Right to Know, NYS Open Government Laws, Committee on Open Government NYS Department of State, [www.dos.ny.gov/coog](http://www.dos.ny.gov/coog) [April

2014]). “If records that are scheduled to be discussed during an open meeting are available under FOIL or consist of a proposed resolution, law, rule, regulation, policy or any amendment thereto, the record is required to be made available “to the extent practicable” online and in response to a request to inspect or copy prior to or during the meeting.” (*id.* at page 15).

On November 18, 2021, legislation signed by New York State Governor Kathy Hochul went into effect, amending the OML, POL Section 103(e), to require that documents that are going to be discussed at a public meeting be made available upon request or posted on the local government’s website *at least 24 hours prior* to the meeting. The law prior to November 18, 2021, required that “to the extent practicable as determined by the agency, such records be available at, or prior to, the meeting.” Prior to the amendment of §103(e), the Fourth Department held that respondents providing documents seven (7) hours *prior* to the meeting was deemed sufficient and practicable. (*See Clover/Allen's Cr. Neighborhood Assn. LLC v M&F, LLC*, 173 AD3d 1828, 1832 [4th Dept 2019]). The legislature’s amendment of the statute to include a twenty-four (24) hour disclosure requirement is indicative of the legislatures’ intent to require a strict time period for providing documents *prior* to a public meeting.

Here, the Respondents adamantly claim they had no obligation to provide the Application to Petitioner prior to Meeting 1. Respondents have not provided any legal basis or explanation for their belief which fails to comport with POL §103(e). Petitioner’s attorney made the first request for the Application on March 25, 2022, by submitting a Freedom of Information Law (“FOIL”) request. On April 1, 2022, the Respondents answered Petitioner’s FOIL request by stating they needed an additional twenty days to furnish the Application. On April 11, 2022, Petitioner’s attorney called the Village’s Clerk’s Office for an update on the FOIL request, and the representative stated the Application had “not been made available to the Village.” The Petitioner’s attorney called the Village again on April 12, 2022, and was unsuccessful in retrieving the Application.

On the evening of April 15, 2022, the Respondents posted the agenda for Meeting 1 but the Application was still not posted or provided.

During Meeting 1, the Application was entered into the record but had not yet been provided to Petitioner or the public in compliance with POL §103(e). On April 19, 2022, Petitioner's attorney went to the Respondents' office in yet another unsuccessful attempt to obtain the Application. That same day, Petitioner's attorney submitted a written request to Respondent, the Village of Freeport, for the Application and also contacted the court reporter to obtain a copy of the transcript from Meeting 1. On April 21, 2022, the Respondents' attorney informed Petitioner's attorney that Respondent, the Village of Freeport would provide access to the Application "when [the documents were] ready." By this time, the Respondents had a complete Application that was already approved by the Commission, and were capable of providing same to Petitioner. Respondents failed to provide Petitioner with the Application despite the fact that notably, this was the twentieth day from Respondents' answer to Petitioner's FOIL request on April 1, 2022, wherein they indicated the Application would be furnished in twenty days. On April 25, 2022, Petitioner's attorney was told by the court reporting service that the Meeting 1 transcript was ready and had been provided to the Village but that the Village had given instructions to the court reporter to not provide a copy of the transcript to Petitioner's attorney. On April 26, 2022, Petitioner's attorney submitted a final written request for the Application and Meeting 1 transcript.<sup>1</sup>

Respondents had ample opportunities to comply with Petitioner's multiple requests prior to Meeting 1. The Court finds that it was practicable for the Respondents to turnover the Application prior to Meeting 1 and Respondents have not provided *any* excuse for their failure to do so. Respondents' belief that the Application was not required to be provided is in contradiction to the OML and against public policy. This Court finds that the

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<sup>1</sup> Respondents' claim that the minutes were not ready. Based on the information in the record, Respondents also failed to upload Meeting 1's minutes within the appropriate time frame pursuant to POL § 106, despite having the ability to do as it appears the minutes were available seven (7) days after the meeting.

Application was required to be provided to Petitioner in order for Respondents to comply with the statute. Therefore, the Court finds that the Respondents violated POL § 103(e).

### Meeting 2: Improper Notice

Petitioner alleges that Respondents' failed to comply with the notice requirement pursuant to POL §104 for Meeting 2, and as such is a violation of the OML and the Court should null and void any actions taken. Respondents claim they complied with the notice requirements of POL §104.2 in order to conduct this "special meeting" immediately, at the NYS Legislature's request. There were also two other meetings Respondents' classify as "special," but there is no allegation made by Petitioner as to Respondents violating the OML with respect to those other two meetings.

It should be noted, that there is no statutory definition of "special meeting" in the OML. There are only open meetings and closed executive sessions. (POL §103). In order to comply with the notice requirement of an open meeting, you must comply with POL §104. POL§104(1) applies to "a meeting scheduled *at least one week prior*," while POL §104(2) applies to "*every other meeting*." Neither party has alleged that Meeting 2 was closed as an executive session.

In order for the Court to find that the notice requirement of Meeting 2 was proper, the Respondents must have complied with POL §104(2), which requires "public notice of time and place . . . shall be given or electronically transmitted, to the extent practicable, to the news media and shall be conspicuously posted in one or more designated public locations at a reasonable time prior thereto."

Here, Respondents' papers are devoid of any factual claims that actual notice was given prior to Meeting 2. Respondents argue that the notice requirement doesn't apply because there is no specific time period for notice of a "special meeting." During oral argument before this Court, Respondents stated that the standard is to "do your best." (Transcript p. 19, Line 15). Respondents also claimed that "we made sure the buildings were posted and we sent out via electronic means an actual notice." (Transcript p. 22, Lines

18-19). Respondents also stated “we posted it on our building and we sent it to the meeting.” (Transcript p. 23, Line 12). Respondents concede that no notice was provided directly to Petitioner, despite the fact that the parties had already commenced litigation with respect to Subject Property. According to the Petitioner, the news media produced the notice on May 5, 2022, two days *after* Meeting 2 was held.

No specific evidence or affidavits were provided by Respondents establishing the contents of the alleged notice for Meeting 2, and Respondents failed to submit any affidavits establishing who sent and posted the notice. Respondents did not specify the exact building location where the notices were posted, or when they were posted, nor have they provided a copy of the notice to the Court. The Respondents do not state what electronic means were used to send the notice to the media or public. The Respondents’ claims are merely conclusory that they have complied with the notice requirement of POL §104(2). Petitioner’s attorney affirms that he continued to access Respondents’ website and that he never saw the notice of Meeting 2 posted, as required by POL §104(6). Respondents make zero claims that this information was accessible on their website. No evidence has been provided to convince the Court that Respondents attempted to comply with the standard to provide notice at *a reasonable time prior thereto* for Meeting 2.

Therefore, the Court finds that Respondents violated the notice requirements of POL §§ 104(2) and 104(6). Additionally, it should be noted that Petitioners are unable to make any arguments in terms of whether any *other* documents should have been provided *prior* to Meeting 2 to comply with POL § 103(e). Since Meeting 2 was held without notice, Petitioner cannot articulate the agenda or what documents *may* have been requested or necessary to participate in Meeting 2.<sup>2</sup>

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<sup>2</sup> Petitioner has not made any claims in terms of whether Meeting 2’s minutes have been uploaded in compliance with POL § 106.

After Meeting 2 was held, Respondents sent a Municipal Home Rule Request to the Legislature for a bill regarding the alienation of Subject Property. Petitioner alleges that the alienation bill cannot be passed until the Municipal Home Rule Request is received.

Petitioner has established good cause that Respondents violated the OML regarding Meeting 1 and Meeting 2. Respondents' failure to provide the documents and comply with the requirements of the OML are a result of more than mere negligence. (*Cunney v Bd. of Trustees of Vil. of Grand View*, 72 AD3d 960, 962 [2d Dept 2010]). Respondents' belief that the documents were not required to be provided is wholly inaccurate and against public policy. "Respondents are not unsophisticated. They acknowledge their obligations pursuant to the Open Meetings Law." (*New York State Nurses Ass'n v State Univ. of New York*, 39 Misc 3d 588, 592 [Sup Ct 2013]). Respondents' failure to produce the notice in accordance with the OML appears to be "intentionally vague as to shield the public from the true purpose of the [meeting]. . . and failed to meet the standard for transparency required by the Open Meetings Law." (*id.* at 595-596). This Court finds, that Respondents' notice requires more than a "do your best" standard, and therefore, Respondents failed to comply with the OML notice requirement.

The Respondents have failed to offer any plausible reason why they were unable to comply with the Petitioner's numerous demands for the Application. Nor do the Respondents deny that the court reporting service for Meeting 1 was instructed to withhold the minutes from being turned over to Petitioner. The Court hereby finds that Respondents' violations were not a "result of an unintentional failure" (POL §107) and in fact, were willful in nature.

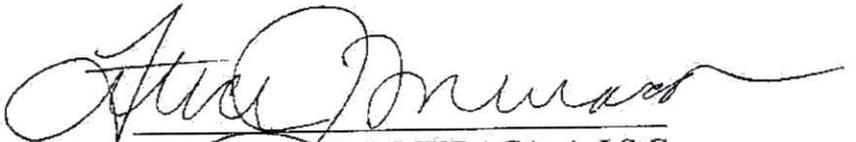
Accordingly, it is hereby

**ORDERED AND ADJUDGED**, that the Petition is granted to the extent that the action of the Respondents is annulled and Respondents are enjoined from proceeding with the Application to rezone Subject Property until such time as they comply with the mandates of the Open Meetings Law and all other applicable statutory provisions.

Any relief requested not specifically addressed herein is denied.

This constitutes the Decision and Order of the court.

Dated: June 17, 2022  
Mineola, NY



**HON. FELICE J. MURACA, A.J.S.C.**

**ENTERED**

**Jun 21 2022**

NASSAU COUNTY  
COUNTY CLERK'S OFFICE



Mail body: Ed's letter

1

June 27, 2022

Attn: Freeport School Board

Re: Cleveland St Property/Cow Meadow Park Board Meeting Monday June 27, 2022, 7pm



Sub: My Support for the Sale of the Cleveland Street Property

Dear School Board Members:

My name is Edward Brennan and I reside in Freeport, in close proximity to Cow Meadow Park. I am unable to attend tonight due to a previous ~~vacation~~ <sup>away</sup> planned ~~for this week~~, but I have asked my sister, Peggy Moran to speak in my place. I wanted to speak about why I support the sale of the Cleveland Street property. As a kid I grew up in ~~Bellerose~~, Queens and attended St. Gregory's Catholic School. The baseball field we played on was all weeds, rocks, divets...an unmaintained field due to the school's lack of funding and ability to maintain it. As a kid, the scariest moments ~~was~~ <sup>were</sup> when a ground ball was hit to you. You weren't sure where it was going to go, whether hitting you in the chest, face, etc., sometimes it actually made it into the glove! Or if you were going to run <sup>you might</sup> and turn your ankle after stepping into a hole in the dirt ground. There was no such thing as a well-maintained field for us kids to play on back in the early 70's into the 80's, we were <sup>HAPPY</sup> ~~thrilled~~ to just have a run-down field. We would dream about a well-maintained field like Yankee or Shea stadium with lights and a scoreboard. But instead, due to no funding, "day games only" on a mostly all dirt and rocky field is how we played. When I went to high school at Thomas Edison in Jamaica Queens, I was unable to join the baseball team due to muggings that were going on after school if you walked "down the hill" alone going to take the ~~NYCT~~ bus home. The lack of security and policing robbed me of my chances to play high <sup>school</sup> and maybe college baseball, <sup>and</sup> who knows, maybe professional baseball. The Guardian Angels were patrolling <sup>our</sup> neighborhoods back then, but as a young teenager, there was no way I was walking down that hill to catch the bus home without a large group of people with me. It's a shame

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how things were back then. I went to work for the MTA at age eighteen and retired in 2018 as Chief Electrical Officer after 37 years. I saw the same poor conditions on playing fields in every neighborhood I worked in such as Brooklyn, the Bronx, Manhattan, and Queens while at the MTA. But over time things began to change, focus was on after school activities and sports for children and improved funding to support those activities. Where they play, and the conditions that they play under, have improved tremendously. Parents may also be more motivated to have their children join more team sports, and furthermore, take more time to watch and support their children at sporting events, nurturing parent-child and other special relationships, and family time needed more than ever in family today.

Thus, why I am supporting the sale of the Cleveland Street property where in its place the Village of Freeport is committed to building a state-of-the-art Sports and Park area at Cow Meadow Park, for the children and families of the neighborhood.

Some of the benefits I have researched on the sale.

- The Village of Freeport has now taken ownership of Cow Meadow Park which I had personally pursued for years through letters and e-mails to Nassau County Executive Laura Curran, due to Nassau County leaving the park in a virtually run-down condition.
- The Village of Freeport has agreed to invest approximately \$5 million for Cow Meadow Park upgrades at no cost to homeowners and businesses in Freeport giving us a beautiful state of the art waterfront park and recreation spot, thus allowing the relocation of Cleveland Street sports fields to Cow Meadow Park.
- Kids playing in safe, state-of-the-art fields with lights, scoreboards, AstroTurf surfaces, locker rooms, rest room facilities, well-maintained fields and basketball courts. Seeing this through the

eyes of a child, allowing them to dream of playing high school, college, and for some, even professional sports. Allowing them the chance to build confidence and skill, be team players, which is an experience they'll carry throughout their lives, have more pride in our town, achieve success, strive to gain sports scholarships, and simply to have fun and be their personal best.

- There is plenty of parking at the Cow Meadow Park to support school sporting events.
- Freeport schools will have the first rights to use the fields which is another bonus for the children no longer fighting for time slots on when they can play.
- The sale and use of the property for the new Amazon warehouse on the Cleveland Street property would provide an estimated annual tax revenue of around \$700,000.
- The new Amazon facility would also provide an estimated 300+ jobs for the area which is sorely needed.
- Sale of the property would generate \$49 million for the Village of Freeport which could be used to lower property taxes and increase services to the community.
- The Village of Freeport through the sale would provide a 20% tax reduction for all Freeport residents and businesses, 5% over four years.
- \$1 million would be dedicated to the Fire and Police Departments. The Freeport Police are top notch, very responsive, and have provided a safer Freeport. The Fire Department also serving as life savers and emergency responders would benefit from the additional funding.

- There is no other way to say this, this would be a win-win win for students, residents, and businesses.

Sincerely,  
Edward Brennan  
98 E. Bedell Street  
Freeport NY

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*Best Regards,  
Margaret (Peggy) Moran  
Licensed Real Estate Associate Broker  
Property Manager  
"Manhattan to Montauk"*

*Charles Rutenberg Realty  
"The Standard of Excellence"  
Call/Text: [631-487-0153](tel:631-487-0153)  
Office: [516-575-7500](tel:516-575-7500)  
[pmoranhomes@gmail.com](mailto:pmoranhomes@gmail.com)*



## Monday nights speech

Good evening Mayor Kennedy, members of the Freeport School Board, Trustees, <sup>mr</sup> Dr Kuncham, parents and concerned <sup>gross</sup> citizens. My name is Ivan sayles. 26 years ago I staked my claim in Freeport and bought the Texas ranger on the nautical mile. Since 1996 I've built my business into an icon on the mile and with each passing year I've gotten blessed with more success. As I got more successful, I gave back more and more to the wonderful community that supported me. In 26 years we have never turned down a charitable organization looking for help. 20 years ago I joined the Freeport Chamber of Commerce and the Nautical Mile Merchants association both of which I've had the honor of serving as President. I'm also a proud member of the board of directors of the Woodward Children's School located



right here in our village of Freeport. I say these things not to brag about my accomplishments but to give an understanding of why I do it. An understanding that I have every confidence you share with me.

Mr. Gross

Mayor Kennedy, Dr Kuncham, Trustees members of the Freeport School Board, I don't need to tell you the level of commitment, and the time it takes to be successful and do a good job on these boards and committees, but that's irrelevant. What's relevant is why we do it? The answer is simple BECAUSE WE CARE. We care enough about our community, about our children's well-being, safety and happiness to devote hours of our time to it.

might = should be home with my family  
you all - should be home w/ your family  
But were here B/C we care, we care about our kids. the only constant thing in life is change. look around think about what our community has changed in the past 10-15 years

Think about the Cleveland ave Field in  
10-15 years if it doesn't change

**For me serving my community is about one thing only. Leaving the world a better place for my children than my parents left it for me. Pay it forward if you will.**

**In my 26 years in the village I have never seen a more experienced, dedicated, caring and forward thinking administration than the one we have before us. When Superstorm Sandy struck devastating the south shore of Long Island it was this administration that took care of its citizens and led us through the process of getting our lives back together. It was this administration that led us through COVID and did its part in protecting its citizens and getting our lives back to normal and it is this administration that is planning for our future for the betterment of all citizens.**

After I had 1<sup>st</sup> heard of the plans to move the Cleavland Ave. field I ran into Dr. Kuncham, at a charity event and asked him face to face, man to man why he opposed the new field? He said “ because he could not get a guarantee form Nassau County(who owned the field at the time) the new field would never be taken away from the school district. That was it, the only reason I was given by the superintendent of the Freeport school district.

Well – Problem Solved – To quote an old Wendys commercial Dr Kuncham

Where’s the beef?

In one hand You hold an old decrepit field in the other a brand new Astroturf field in a beautiful new park. Talk about leaving the world a better place for our kids ladies and gentlemen of the school board?

**What's the Cleavland ave field going to look like 5-10 years? and how much will it cost the school district to maintain? Now I don't have a crystal ball but I'll bet dollars to donuts that a brand new lighted field with bleachers, bathrooms a concession stand and scoreboard will be in much better shape than the mudpit on Cleavland ave.**

**Yes I drove by the Cleavland ave field on my way here this evening I saw**

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**I ask athleties, coaches parents and spectators that use the Cleveland ave field**

**When the sun sets at 4pm how do you see the ball in the dark? Cow meadow has lights**

**When you have to use the relieve yourself do you do so in the woods? Cow meadow has restrooms**

**When you get hungry or thirsty do you get in the car and drive to seven/11 on merrick rd or the pit stop on sunrise? Maybe they'll let them use their bathrooms too. Cow meadow solves this issue**

**If you want to sit down to watch practice or a game do you bring a chair? What if it rained that day like it did today does your chair sink in the mud? Or do you sit on a wet blanket, Cow meadow has bleachers.**

**There are those that will tell you of all the financial benefits this deal will bring to the village and its citizens you don't need me to emphasize them. I'm here to emphasize why we do what we do why we are all here. FOR OUR KIDS lets focus on the goal here, the big win on the new field. Leaving our village a better place for those that come after us**

This afternoon I decided to play student and look up the definition of a "NO Brainer"- Something that requires little or no mental effort.

Dr Kuncham ladies and gentlemen of the school board. Haven't we wasted enough mental effort, time and money fighting something that's only purpose is to benefit our children?

Did I mention that it's a NO COST TO THE SCHOOL DISTRICT

I have 1 question in regards  
to Mr Gross's comment  
on 10 Dr. No. 2  
How many Days did the  
village give, Is that  
the Best you can do ~~the~~ it seems  
that's the only legit reason you can  
Come up with its the to stop teaching  
for straw and that's about  
our kids





www.liherald.com

### Affidavit of Publication

State Of New York,  
Nassau County

Senghor Louis being duly sworn, deposes and says that he/she is the principal clerk of Richner Communications, Inc., publishers of the

#### Freeport Herald

A weekly newspaper published and mailed at

#### Freeport

New York and the attached notice of

#### June 27 BOT-Rezoning Applications

was published in the issue(s) of that paper as follows:

6/23/2022

Subscribed and sworn to before me this June 23, 2022.

Notary Public

STUART RICHNER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02RI6155489  
Qualified in NASSAU County  
Commission Expires 11/13/22

LEGAL NOTICE  
NOTICE OF PUBLIC  
HEARING  
RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 27th day of June 2022 at 7:15 P.M.  
FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.  
STATE OF NEW YORK,  
COUNTY OF NASSAU,  
VILLAGE OF FREEPORT,  
ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 27th day of June 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 20th day of June 2022.  
Pamela Walsh Boening  
Village Clerk  
Dated: Freeport, New York  
June 20, 2022  
132329



NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 25<sup>th</sup> day of July 2022 at 7:15 P.M.

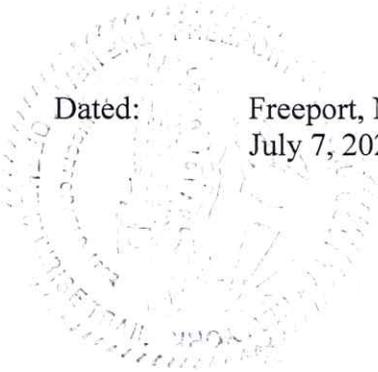
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STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 25<sup>th</sup> day of July 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 5th day of July 2022.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
July 7, 2022







www.liherald.com

### Affidavit of Publication

State Of New York,  
Nassau County

Senghor Louis being duly sworn, deposes and says that he/she is the principal clerk of Richner Communications, Inc., publishers of the

#### Freeport Herald

A weekly newspaper published and mailed at

#### Freeport

New York and the attached notice of

#### July 25 BOT-Rezoning Application

was published in the issue(s) of that paper as follows:

7/07/2022

Subscribed and sworn to before me this July 07, 2022.

Notary Public

STUART RICHNER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02R16155489  
Qualified in NASSAU County  
Commission Expires 11/13/22

LEGAL NOTICE  
NOTICE OF PUBLIC HEARING  
RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 25th day of July 2022 at 7:15 P.M.  
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STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 25th day of July 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 5th day of July 2022.  
Pamela Walsh Boening  
Village Clerk  
Dated: Freeport, New York  
July 7, 2022  
132670



RE: 7/25/2022 Rezoning Public Hearing 55/H/372; 55/190/63;  
55/190/51-55  
RETURN TO: Pamela Walsh Boening

**AFFIDAVIT OF POSTING**

**State of New York**

**County of Nassau**

I, Samantha Hall, being duly sworn, deposes and states that on the 8th day of July, 2022 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

<b>MUNICIPAL BUILDING</b>	<b>46 North Ocean Avenues</b>
<b>MEMORIAL LIBRARY</b>	<b>144 West Merrick Road</b>
<b>RECREATION CENTER</b>	<b>130 E. Merrick Road</b>
<b>FREEPORT HOSE CO. #1</b>	<b>22 Southside Avenue</b>
<b>FREEPORT HOSE CO. #2</b>	<b>15 Broadway</b>
<b>FREEPORT HOSE CO. #3</b>	<b>375 South Bayview Avenue</b>

Samantha Hall  
Deponent

Sworn to before me this 8 day

of July 2022

Donna L. Sullivan  
Notary Public

DONNA L SULLIVAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SU6344420  
Qualified in Nassau County  
My Commission Expires 07-11-2024



**INCORPORATED VILLAGE OF FREEPORT  
VILLAGE CLERK**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300 (516) 771-4127 Fax**

**ROBERT T KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

**NOTICE OF PUBLIC HEARING**

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 25<sup>th</sup> day of July 2022 at 7:15 P.M.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 25<sup>th</sup> day of July 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 5th day of July 2022.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
July 7, 2022

LEGAL NOTICE  
NOTICE OF PUBLIC  
HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the re-zoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 25th day of July 2022 at 7:15 P.M.

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STATE OF NEW YORK,  
COUNTY OF NASSAU,  
VILLAGE OF FREEPORT,  
ss: I, PAMELA WALSH  
BOENING, Clerk of the  
Village of Freeport,  
Nassau County, New  
York, do hereby certify  
that the foregoing is a  
true and correct copy of  
said notice duly  
authorized by the Board  
of Trustees of the said  
Village at a meeting of  
the Said Board of  
Trustees, calling for a  
public hearing to be duly  
held in the Main  
Conference Room of the  
Municipal Building of the  
Village of Freeport, 46 N.  
Ocean Avenue, Freeport,  
New York on the 25th  
day of July 2022 at 7:15  
P.M., and of the whole  
thereof, as entered upon  
the minutes of the  
proceedings of the said  
Board kept by me as  
Village Clerk.

IN WITNESS WHEREOF, I  
have hereunto set my  
hand and affixed the  
Corporate Seal of said  
Village this 5th day of  
July 2022.

Pamela Walsh Boening  
Village Clerk  
Dated: Freeport, New York  
July 7, 2022  
132670



**INCORPORATED VILLAGE OF FREEPORT  
VILLAGE CLERK**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300 (516) 771-4127 Fax**

**ROBERT T KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

**NOTICE OF PUBLIC HEARING**

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STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 25<sup>th</sup> day of July 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 5th day of July 2022.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
July 7, 2022



Rezone 7/25/22 public hearing date BOT  
Section 55, Block H, Lot 372, from Residence AA district to Industrial B district,  
Section 55, Block 190, Lot 63 from Business AA to Industrial B district, Sec 55,  
Blk 190, Lots 51-55, from Manufacturing district to Industrial B district

## AFFIDAVIT OF MAILING

State of New York )  
County of Nassau )  
Village of Freeport) ss:

I, Samantha Hall, being duly sworn, deposes and states  
that on the 5 day of JULY 2022, the attached notice to  
property owners regarding the Rezoning application of The Incorporated Village  
of Freeport, relative to the property located at: Section 55, Block H, Lot 372;  
Section 55, Block 190, Lot 63; & Sec 55, Blk 190, Lots 51-55, was duly delivered  
to the United States Post Office branch at Merrick Road and Ocean Avenue,  
Freeport, New York, and directed to the attached list of persons at the addresses  
designated, as same appears on the Assessment Rolls of the Village of Freeport,  
between which places there then was and now is a regular communication by  
mail.

Samantha Hall

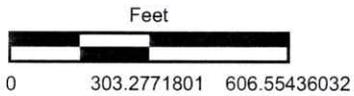
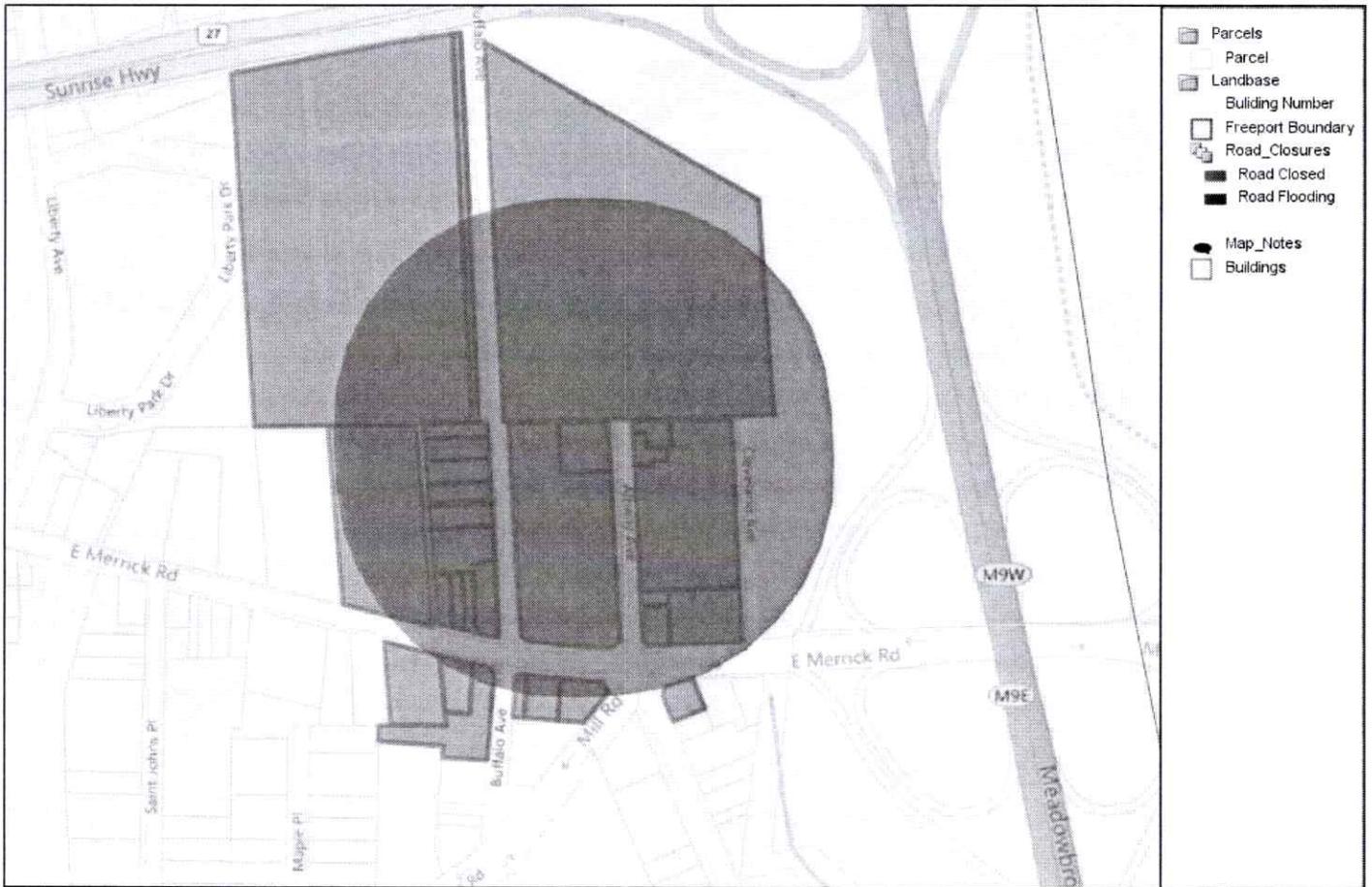
Signature

Sworn to before me this 5 day  
of July 2022

Donna L. Sullivan  
Notary Public, Nassau County, NY

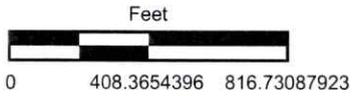
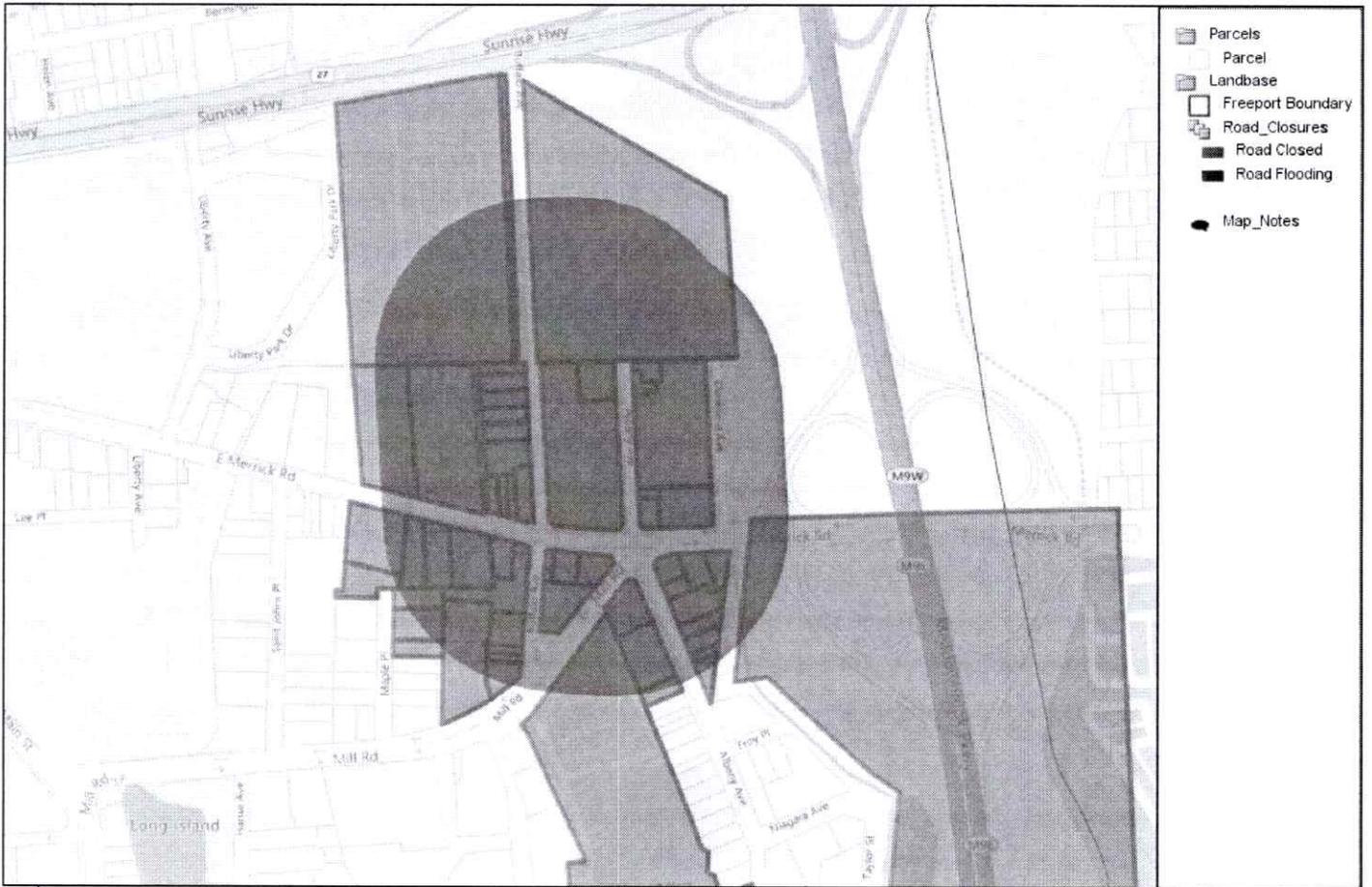
DONNA L SULLIVAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SU6344420  
Qualified in Nassau County  
My Commission Expires 07-11-2024

### 55/190/51-55 map



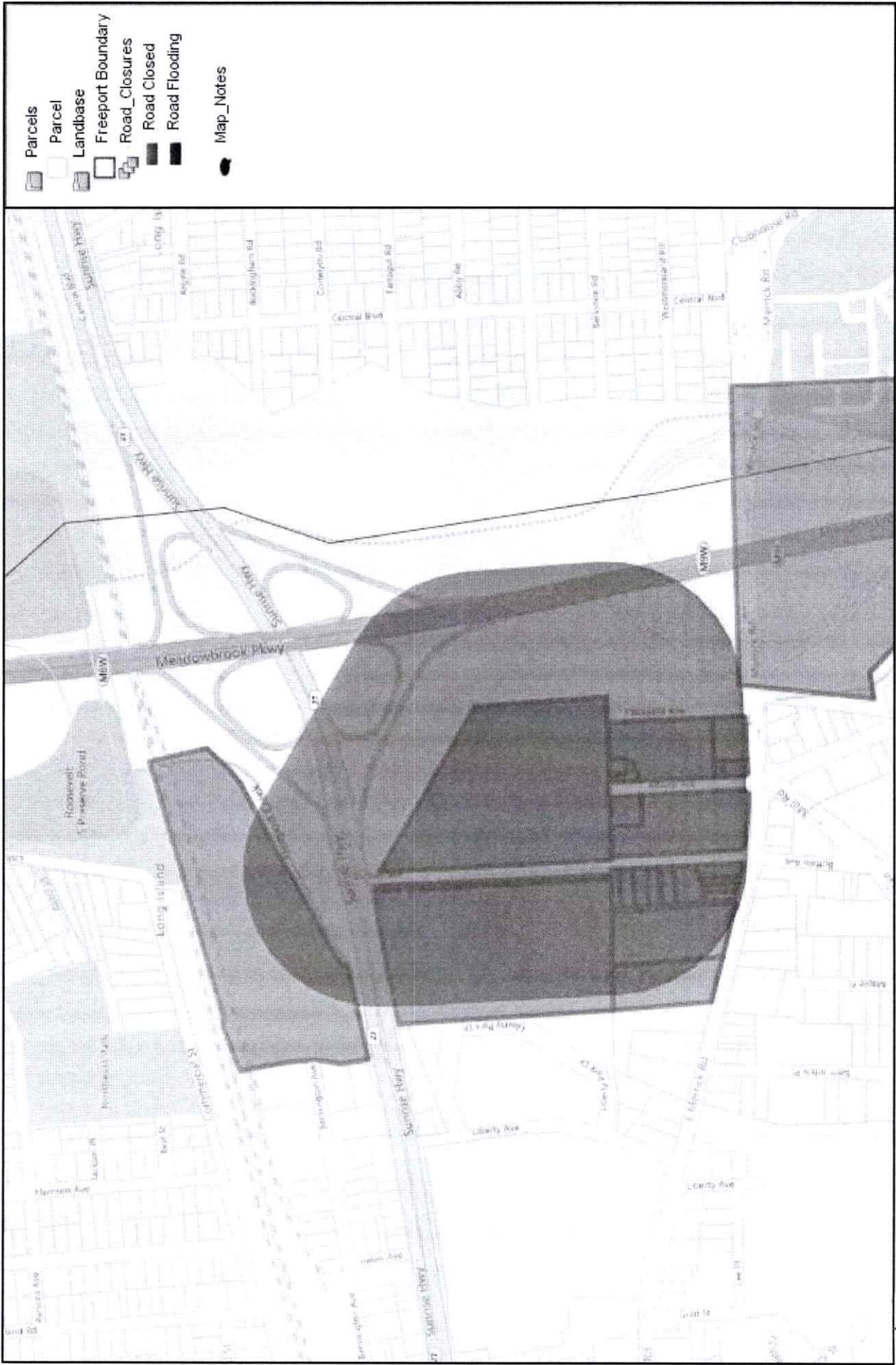
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

# 55 190 63 map



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

# 55 H 372 map



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
244 E MERRICK ABRZ LLC	244 E MERRICK RD	FREEPO 244 E MERRICK ABRZ LLC		10 PARKSIDE DR	GREAT NECK NY	11021-1023
TT OF FREEPORT INC	253 E MERRICK RD	FREEPO TT OF FREEPORT INC		100 CLEVELAND AVE	FREEPORT NY	11520-4053
107 MILL FREEPORT LLC	234 E MERRICK RD	FREEPO MERRICK RD GASOL	C/O WOLF	100 JERICHO QUADRANG	JERICHO NY	11753-1049
FREEPORT COLLISION IN	107 MILL RD	FREEPORT, N\ 107 MILL FREEPORT LLC		107 MILL RD	FREEPORT NY	11520-4630
2A HOLDING INC	160 E MERRICK RD	FREEPO 160 EMR REALTY CORP	C/O JOHN P MILE	160 E MERRICK RD	FREEPORT NY	11520-4020
FREEPORT AFFRD HOUS	182 E MERRICK RD	FREEPO FREEPORT COLLISION INC	182 MERRICK RO	182 E MERRICK RD	FREEPORT NY	11520-4020
BUFFALO AVE PROPERT	7 MAPLE PL	FREEPORT, NY 2A HOLDING INC		184 E MERRICK RD	FREEPORT NY	11520-4020
FREEPORT MERRICK PRC	195 E MERRICK RD	FREEPO FREEPORT AFFRD HOUSING	MOXEY RIGBY LL	195 E MERRICK RD 120	FREEPORT NY	11520-4064
PRESTIGIACOMO JOSEPI	26 BUFFALO AVE	FREEPOR' BUFFALO AVE PROPERTY MGM		2094 SMITH ST	MERRICK NY	11566-3614
FREEPORT UNION FREE	211 E MERRICK RD	FREEPO FREEPORT MERRICK PROP MGM		2094 SMITH ST	MERRICK NY	11566-3614
REAL NY REALTY LLC	0 E MERRICK RD	FREEPORT ULLIAN MILTON		2094 SMITH ST	MERRICK NY	11566-3614
RLTY INC PENN PROP	210 E MERRICK RD	FREEPO PRESTIGIACOMO JOSEPH &	KATIR ANN	210 E MERRICK RD	FREEPORT NY	11520-4029
SCRATCHLINE PROD INC	0 ALBANY AVE	FREEPORT, I FREEPORT UNION FREE SCHOO	C/O FACILITIES O	235 N OCEAN AVE	FREEPORT NY	11520-2135
DOVER GOURMET	61 ALBANY AVE	FREEPORT, REAL NY REALTY LLC		240 E MERRICK RD	FREEPORT NY	11520-4029
KIR MEADOWBROOK 02	100 MILL RD	FREEPORT, N\ RLTY INC PENN PROP		26 BUFFALO AVE	WESTBOROUGH N	01581-5230
TT OF FREEPORT INC	6 BUFFALO AVE	FREEPORT, SCRATCHLINE PROD INC		26 BUFFALO AVE	FREEPORT NY	11520-4014
SIXTY ALBANY HOLDING	8 MAPLE PL	FREEPORT, NY DOVER GOURMET		3499 E BAY CT	FREEPORT NY	11520-4606
DICRACCHO REALTY INC	261 E MERRICK RD	FREEPO 261 EAST MERRICK RD CORP		3499 E BAY CT	MERRICK NY	11566-5522
COLUMBIA 72 ALBANY	210 E SUNRISE HWY	FREEP KIR MEADOWBROOK 027 LLC		500 N BROADWAY	JERICHO NY	11753-2128
GONIAS REALTY INC	177 E MERRICK RD	FREEPO TT OF FREEPORT INC		505 S FLAGLER DR	WEST PALM BEAC	33401-5946
MAPLE PLACE PROPERTI	60 ALBANY AVE	FREEPORT, SIXTY ALBANY HOLDING LLC		60 ALBANY AVE	FREEPORT NY	11520-4702
MERRICK ARMS INC	67 ALBANY AVE	FREEPORT, CRACHO PROPERTIES INC		67 ALBANY AVE	FREEPORT NY	11520-4648
103 MILL ROAD CORP	65 ALBANY AVE	FREEPORT, DICRACCHO REALTY INC		67 ALBANY AVE	FREEPORT NY	11520-4701
FREEPORT MERRICK ARMS INC	78 ALBANY AVE	FREEPORT, COLUMBIA 72 ALBANY REALTY		72 ALBANY AVE	FREEPORT NY	11520-4702
FREEPORT COLLISION IN	81 ALBANY AVE	FREEPORT, GONIAS KONSTANTINOS		81 ALBANY AVE	FREEPORT NY	11520-4701
FREEPORT MERRICK ARMS INC	71 ALBANY AVE	FREEPORT, GONIAS REALTY INC		91 ALBANY AVE	FREEPORT NY	11520-4701
FREEPORT MERRICK ARMS INC	11 MAPLE PL	FREEPORT, N' CAMPOVERDE PROPERTIES LLC		99 DOXSEE DR	FREEPORT NY	11520-4603
FREEPORT MERRICK ARMS INC	21 MAPLE PL	FREEPORT, N' MAPLE PLACE PROPERTIES LL		99 DOXSEE DR	FREEPORT NY	11520-4717
FREEPORT MERRICK ARMS INC	0 MEADOWBROOK PARKW	STATE OF NEW YORK	DEPT OF TRANSP OFC OF RIGHT WAY RM	6 HAUPPAUGE NY	11788-5518	
FREEPORT MERRICK ARMS INC	203 E MERRICK RD	FREEPO MERRICK ARMS INC	C/O KEVIN KEANI	PO BOX 374	GARDEN CITY NY	11530-0374
FREEPORT MERRICK ARMS INC	200 E MERRICK RD	FREEPO FREEPORT 7-11 LLC	7-ELEVEN INC AV	PO BOX 711	DALLAS TX	75221-0711
FREEPORT MERRICK ARMS INC	103 MILL RD	FREEPORT, N\ 103 MILL ROAD CORP		PO BOX 7767	HICKSVILLE NY	11802-7767



## **INCORPORATED VILLAGE OF FREEPORT**

### **VILLAGE CLERK**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300 (516) 771-4127 Fax**

**ROBERT T KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

### **NOTICE OF PUBLIC HEARING**

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall reopen and continue the April 18, 2022 public hearing, to consider the rezoning application for Section 55, Block H, Lot 372 from Residence AA District to Industrial B District; Section 55, Block 190, Lot 63 from Business AA District to Industrial B District; and Section 55, Block 190, Lots 51-55 from Manufacturing District to Industrial B District, to be duly held on the 25<sup>th</sup> day of July 2022 at 7:15 P.M.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 25<sup>th</sup> day of July 2022 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 5th day of July 2022.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
July 7, 2022



**INCORPORATED VILLAGE OF FREEPORT**

46 NORTH OCEAN AVENUE  
FREEPORT, NY 11520

John Gross, Esq  
Ingerman Smith LLP  
150 Motor Parkway, Suite 400  
Hauppauge, New York 11788



**INCORPORATED VILLAGE OF FREEPORT**

46 NORTH OCEAN AVENUE  
FREEPORT, NY 11520

Kate Murray  
Town Clerk  
One Washington Street  
Hempstead, New York 11550



**INCORPORATED VILLAGE OF FREEPORT**

46 NORTH OCEAN AVENUE  
FREEPORT, NY 11520

Perry B. Duryea Jr.  
State Office Building  
250 Veterans Memorial Highway  
Hauppauge, New York 11788



**INCORPORATED VILLAGE OF FREEPORT**

46 NORTH OCEAN AVENUE  
FREEPORT, NY 11520

Maureen O'Connell  
County Clerk  
240 Old Country Road  
Mineola, New York 11501



**INCORPORATED VILLAGE OF FREEPORT**

46 NORTH OCEAN AVENUE  
FREEPORT, NY 11520

Erik Kullseid, Commissioner  
Parks Recreation & Historic Preservation  
625 Broadway  
Albany, New York 11207

**INCORPORATED VILLAGE OF FREEPORT**

46 NORTH OCEAN AVENUE  
FREEPORT, NY 11520



Freeport Public Schools  
235 N. Ocean Avenue  
Freeport, New York 11520

Dr. Kishore Kuncham  
Superintendent of Schools

11/11/2023

THE INCORPORATED VILLAGE OF  
**FREEPORT**  
 THE 7TH "COOLEST TOWN" IN AMERICA



## Cleveland Avenue - *the Truth.*

Three decades ago, the Freeport School Board President, Dante Grover, approached the Village of Freeport with an idea to develop Cow Meadow Park (then owned by Nassau County) into a state-of-the art athletic facility (not only for the use of the Public Schools, but for all residents) complete with three multi-use turf fields, an updated baseball/softball field, updated tennis, basketball, and handball courts and new lighting. Once developed, the limited amount of sports programming at Cleveland Avenue field would move to Cow Meadow Park.

*While the State was originally unable to transfer the property to Freeport, the discussion began.*

In 2014-2015, the Village of Freeport was approached by then School Board President Michael Pomerico and Superintendent of Schools Kishore Kuncham. The parties met with representatives of Nassau County, and while the County was not able to permanently transfer Cow Meadow Park to the Village at the time, it was agreed that the Village and the School District would continue discussions.

On May 28, 2021, Mayor Kennedy met with then School Board President Vilma Lancaster, then Board member Maria Jordan-Awelom, Superintendent Kuncham and the Village Attorney to discuss and plan the acquisition of Cow Meadow Park and the transfer of all sports from Cleveland Avenue.

A schematic was provided to the Village of Freeport detailing the vision of the School District. At that point, the District recognized that Freeport student athletes deserved more than a muddy field for its athletics. In order for youth players to be the best, lay foundations for success, scholarships, and lifelong passion for sport, they deserved to play on the best possible surface.

### What Our Residents and Businesses Deserve:

- 1. A 20% tax reduction over four years;**
- 2. 320 new Freeport jobs;**
- 3. New tax revenue;**
- 4. New sources of property tax revenues;**

The only request from the School District was to "keep discussions quiet and not notify the public."

Once Cow Meadow Park was renovated and sports programming transferred to Cow Meadow, the Village would develop Cleveland Avenue Field into a corporate headquarters or a distribution site (with proper site plan and aesthetic conditions, including the preservation of green space).

# Cleveland Avenue - *the Truth.*

**This new economic development would provide a 20% Village tax reduction to all Village residents and businesses over a four year period, and as many as 320 new Freeport jobs.**

Mayor Robert Kennedy made clear in that meeting - as well as others - that the Cleveland Avenue field would remain available until Cow Meadow Park was ready.

The Village engaged the services of outside counsel to negotiate an agreement with the schools. This agreement would grant a permanent right of the schools for priority use of Cow Meadow Park, but also preserve the rights of all residents. This was the culmination of a thirty year process that would guarantee our children nothing but the best, and also provide our residents a much needed tax break in these trying economic times. It was a win-win for all parties.



**In order for youth players to be the best, lay foundations for success, scholarships, and lifelong passion for sport, they deserved to play on the best possible surface.**

The majority on the School Board changed, and other outside interests began to stop the process. Interests that were personal, and not in the best interests of our children or the economic well-being of our Village. The School Board's attorneys stopped speaking to the Village. Calls were never returned and progress was "all of a sudden," delayed.

Finally, the Superintendent of Schools and Mayor Robert T. Kennedy had multiple meetings about

the next stage of the plan. Mayor Kennedy agreed to meet the requests of the School District in their totality. However, the Village's intentions to proceed with this much-needed project in Freeport was met with obstruction and delay. The School Board's personal vendetta to stop the process in its tracks continued, thus depriving our students of new fields and Village residents and businesses of a 20% tax reduction and 320 new Freeport jobs.



## What Our Students Deserve:

1. A state-of-the-art sports facility at Cow Meadow Park, with:
  - a. Three new multi-use turf fields;
  - b. Renovated basketball, handball, and tennis courts;
  - c. Renovated baseball diamond;
  - d. New locker and changing rooms;
  - e. Fully lighted facilities;
  - f. To play on the best, and not the old muddy fields of Cleveland Avenue.

**In 2022, thanks to the bi-partisan diligence of Assemblywoman Taylor Darling, Senator John Brooks, Nassau County Executive Bruce Blakeman, Minority Leader of the Nassau County Legislature Kevan Abrahams, and County Legislators Steve Rhoads and Debbie Mulé, the ownership of Cow Meadow Park was officially transferred to the Village of Freeport.**

Signs were put up at Cleveland Avenue field stating the property was owned by the Freeport Public Schools (the Village of Freeport has owned the property since 1971), and access was prohibited. The Village of Freeport requested the signs be removed; they weren't. Freeport removed the signs and one portion of fence to allow access.

The School Board voted to commence litigation against the Village of Freeport. Litigation began, and the School Board brought in consulting firms, hired a high priced New York City crisis management/lobbying firm, and a separate contract for its lawyers (**spending the obscene amount of \$284,000.00 of your tax dollars**), to spin its tale.



**When all is said and done, the proposed development of Cleveland Avenue will result in a 20% Freeport property tax reduction to all residents and businesses. Further, Freeport will benefit from approximately 320 needed jobs, recurring tax revenue, and economic development of the surrounding industrial area.**

**Cow Meadow Park would be revitalized and restored. The Park would be patrolled by the Freeport Police Department. The waterfront would be revamped with a swimming area and lifeguards, along with a functional marina. The longtime goal of bringing a world-class sports complex to Freeport would be within reach.**

The proposal is shovel-ready. Three, state-of-the-art, multi-use turf fields would be installed at Cow Meadow Park. The basketball, handball, and tennis courts would be renovated. The baseball diamond would also be the focus of an improvement effort, and a building would be converted into locker room facilities for our children. All this with no increased tax cost to Village residents, and at no cost to the School District.

With economic uncertainty looming, record levels of inflation, and seemingly ever-rising gas prices, why would any group of leaders want to stop much-needed tax relief for local residents?

**Freeport residents and children deserve the best. The Village of Freeport believes this in word and action, and will fight until progress is realized for generations of children and residents to come**



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