

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      July 14, 2025**

**1. COMMUNICATIONS**

a) Request approval of the Board of Trustees' minutes from June 30, 2025.

**2. ASSESSOR – Vilma I. Lancaster**

a) Request authorization to remove exemptions from the 2025/2026 Final Assessment Roll for Section 62, Block 151, Lot 283 a/k/a 380 South Long Beach Avenue due to a transfer of title from a member of an exempt class to a nonexempt class and for the Village Treasurer to issue a corrected 2025/2026 property tax bill.

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

a) Request that all bids received for the NYS mini-bid, 25-07-POL -744 for the purchase of a 2024/2025 Jeep Grand Cherokees be rejected and approve the purchase of two (2) 2025 Jeep Grand Cherokees SUVs from Empire Chrysler Jeep Dodge Ram of West Islip, New York, 555 Sunrise Highway, West Islip, New York 11795, for a total cost of \$76,213.

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

a) Request approval to declare the property known as and by Section 54, Block 073, Lot 126 and part of Section 54, Block 073, Lot 50, a/k/a 220 W. Sunrise Highway (excluding the Administration Building and Hose Co. #4) as surplus and enter into an “as is” contract of sale between the Village of Freeport and Blueprint Community Development LLC, in the amount of \$7,300,000.

b) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of \$315,000 in bonds for the Acquisition of Equipment for Use by the Fire Department.

**5. VILLAGE TREASURER – Ismaela M. Hernandez**

a) Request resolution authorizing the issuance of \$315,000 in bonds for the Acquisition of Equipment for Use by the Fire Department and for the Village Clerk to publish the necessary legal notice.

**COMMENTS PERMITTED ON AGENDA ITEMS**

**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, 2025

RE: Remove Exemption from 2025//2026 Final Assessment Roll

Permission is requested for the Assessor to remove from 2025/2026 Final Assessment Roll exemptions related to Senior and Veteran Owned Properties. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 151 / 283	380 South Long Beach Ave	41800 – Senior 41121 - Veteran	Senior 2025 – 2,156 Veteran 2025 - 439	Property Sold 6 / 25 / 2025

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 2025/2026 corrected property tax bill.

  
Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2025/2026 Final Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 151 / 283	380 South Long Beach Ave	41800 – Senior 41121 - Veteran	Senior 2025 – 2,156 Veteran 2025 - 439	Property Sold 6 / 25 / 2025

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2025/2026 Final Assessment Roll as listed above; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2025/2026 Final Assessment Roll and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

**INTER-DEPARTMENT CORRESPONDENCE**

**FREEPORT POLICE DEPARTMENT**

**TO:** Robert T Kennedy, Mayor  
**FROM:** Michael Smith, Chief of Police  
**DATE:** 07/07/2025  
**RE:** Vehicle Purchase

The Freeport Police Department is requesting authorization to purchase the following vehicles:

Two (2) 2025 Jeep Grand Cherokee SUVs.

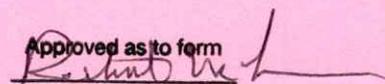
To purchase these vehicles, a bid was prepared and solicited through the New York State Department of General Services (Mini-bid 25-07-POL-744). The village received several proposals in response to this bid, which is attached for your review. Empire Chrysler Jeep Dodge Ram of West Islip did not submit a bid; however, its price is lower than all other bids.

Approval is hereby requested to purchase two (2) 2025 Jeep Grand Cherokee SUVs from Empire Chrysler Jeep Dodge Ram of West Islip, NY, 555 Sunrise Hwy, West Islip, NY 11795. The total cost is \$76,213.

The expense will be funded from Account CM31204 547500, Asset Forfeiture State. These vehicles will be used in the detective division.



Donnie Ethier  
Deputy Chief of Police

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Police Department is requesting Board approval to purchase two (2) 2025 Jeep Grand Cherokee SUVs to be used in the detective division; and

**WHEREAS**, to purchase these vehicles, a bid was prepared and solicited through the New York State Department of General Services (Mini-bid 25-07-POL-744); and

**WHEREAS**, the Village received several proposals in response to this bid; and

**WHEREAS**, Empire Chrysler Jeep Dodge Ram of West Islip did not submit a bid; however, its price is lower than all other bids; and

**WHEREAS**, Empire Chrysler Jeep Dodge Ram of West Islip, 555 Sunrise Hwy, West Islip, NY 11795, was the lowest quote, for the total cost is \$76,213; and

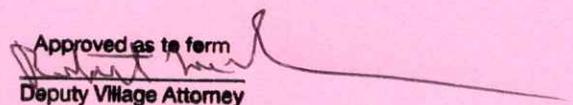
**WHEREAS**, the Police Department is requesting Board approval for the purchase of two (2) 2025 Jeep Grand Cherokee SUVs from Empire Chrysler Jeep Dodge Ram of West Islip, 555 Sunrise Hwy, West Islip, NY 11795, for the total cost is \$76,213 and that all bids for Mini-bid 25-07-POL-744 be rejected; and

**WHEREAS**, the expense will be funded from Account CM31204 547500, Asset Forfeiture State; and

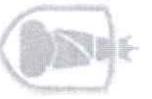
**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Chief of Police, the Board of Trustees approved the purchase of two (2) 2025 Jeep Grand Cherokee SUVs from Empire Chrysler Jeep Dodge Ram of West Islip, 555 Sunrise Hwy, West Islip, NY 11795, for the total cost is \$76,213 and that all bids for Mini-bid 25-07-POL-744 be rejected.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**VEHICLE INVOICE**



**EMPIRE**  
OF WEST ISLAND  
CHRYSLER • JEEP • DODGE • RAM



**EMPIRE CHRYSLER JEEP DODGE RAM**  
OF WEST ISLAND  
555 SUNRISE HIGHWAY  
WEST ISLAND NEW YORK 11795  
(631) 422-0123 • FAX (631) 321-0791  
Dealer Facility# 7113851

DEAL # 167015  
CUST # 167641  
SALESPERSON: HOUSE

SOLD TO: VILLAGE OF FREEPORT  
ADDRESS 40 N. OCEAN AVE  
FREEPORT NY 11520

DATE 07/07/2025

YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	VEHICLE IDENTIFICATION NUMBER	KEY NUMBER
2025	JEEP	NEW	250838	GRAND CHEROKEE	1C4RJHAG1SC332867	
TRADE IN						

FIRE AND THEFT  
 COLLISION - AMT DEDUCT

PUBLIC LIABILITY - AMT  
 PROPERTY DAMAGE -AMT

INSURANCE COVERAGE INCLUDES

OPTIONAL EQUIPMENT AND ACCESSORIES

DESCRIPTION PRICE

WASTE TIRE FEE		12.50
SALES TAX		N/A
LICENSE AND TITLE		N/A
TOTAL CASH PRICE		37672.50
DOC FEE		175.00
FINANCING		N/A
INSURANCE		N/A
TOTAL TIME PRICE		37847.50
SETTLEMENT:		
DEPOSIT		N/A
CASH ON DELIVERY		37847.50
TRADE-IN \$		N/A
LESS LIEN \$		N/A
PAYMENTS:		
1	At \$	N/A
N/A	At \$	N/A
TOTAL		37847.50

MILEAGE:  
LIENHOLDER:

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-a if the principal prior use of the vehicle were as a police vehicle, taxcab, rental vehicle or driver education vehicle): The principal prior use of this vehicle was as: a police vehicle \_\_\_\_\_ a taxcab \_\_\_\_\_ a driver education vehicle \_\_\_\_\_ or a rental vehicle \_\_\_\_\_

The Seller EMPIRE CHRYSLER JEEP DODGE RAM hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and EMPIRE CHRYSLER JEEP DODGE RAM neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

"IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE "DEALER NAMED ABOVE" CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."

The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

DEALERS OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE) THIS IS NOT A DMV FEE \*175.00\*\* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$175.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES, UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES. YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE. THIS NEGOTIABLE ADMINISTRATIVE/TRANSPORTATION FEE REPRESENTS OUR COSTS IN PREPARING YOUR VEHICLE AND ALL NECESSARY PAPERWORK AND ADDITIONAL DEALER PROFIT. THIS FEE IS NOT MANDATED OR IMPOSED BY THE STATE OF NEW YORK. \*\*\*NEW YORK STATE LAW REQUIRES US TO ACCEPT AND MANAGE WASTE TIRES FROM VEHICLES IN EXCHANGE FOR AN EQUAL NUMBER OF NEW TIRES THAT WE SELL OR INSTALL. WE ARE REQUIRED TO CHARGE A SEPARATE AND DISTINCT WASTE TIRE MANAGEMENT AND RECYCLING FEE OF \$2.50 FOR EACH NEW TIRE WE SELL. ANY ADDITIONAL TIRE MANAGEMENT RECYCLING COSTS ARE INCLUDED IN THE ADVERTISED PRICE OF THE NEW TIRE.

**VEHICLE INVOICE**



**EMPIRE**  
 CHRYSLER • JEEP • DODGE • RAM  
OF WEST ISLIP  
When TQM is treated the right way



**EMPIRE CHRYSLER JEEP DODGE RAM**  
**OF WEST ISLIP**  
 555 SUNRISE HIGHWAY  
 WEST ISLIP, NEW YORK 11795  
 (631) 422-0123 • FAX (631) 321-0791  
 Dealer Facility# 7113851

DEAL # 167016  
 CUST # 167641  
 SALESPERSON: HOUSE

SOLD TO: VILLAGE OF FREEPORT  
 ADDRESS 40 N. OCEAN AVE  
 FREEPORT NY 11520

DATE 07/07/2025

YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	VEHICLE IDENTIFICATION NUMBER	KEY NUMBER
2025	JEEP	NEW	250803	GRAND CHEROKEE	1CARJHAG1SC332870	
TRADE IN						

FIRE AND THEFT  
 COLLISION - AMT DEDUCT

PUBLIC LIABILITY - AMT  
 PROPERTY DAMAGE -AMT

**INSURANCE COVERAGE INCLUDES**

**OPTIONAL EQUIPMENT AND ACCESSORIES**

DESCRIPTION

PRICE

SELLING PRICE

38178.00

WASTE TIRE FEE

12.50

SALES TAX

N/A

LICENSE AND TITLE

N/A

TOTAL CASH PRICE

38190.50

DOC FEE

175.00

FINANCING

N/A

INSURANCE

N/A

TOTAL TIME PRICE

38365.50

**SETTLEMENT:**

DEPOSIT

N/A

CASH ON DELIVERY

38365.50

TRADE-IN \$

N/A

LESS LIEN \$

N/A

N/A

PAYMENTS:

1

AT \$

N/A

N/A

AT \$

N/A

TOTAL

38365.50

MILEAGE:  
 LIENHOLDER:

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-a if the principal prior use of the vehicle were as a police vehicle, taxicab, rental vehicle or driver education vehicle). The principal prior use of this vehicle was as: a police vehicle \_\_\_\_\_ a taxicab \_\_\_\_\_ a driver education vehicle \_\_\_\_\_ or a rental vehicle \_\_\_\_\_

The Seller EMPIRE CHRYSLER JEEP DODGE RAM hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and EMPIRE CHRYSLER JEEP DODGE RAM neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

"IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE "DEALER NAMED ABOVE" CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."  
 The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

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

To: Mayor Robert T. Kennedy  
From: Howard E. Colton, Village Attorney  
Date: June 27, 2025  
Re: Sale of a portion of the property known as 220 West Sunrise Highway

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Utilizing the Costar Commercial Real Estate program, the Village has actively listed a portion of 220 West Sunrise Highway encompassing the areas of power plant one and adjacent parking facilities (other than the Electric Department Administrative Building, the water well in front of said buildings and Hose Company 4) for sale and/or development. *Attached hereto, made a part hereof is a schematic of the area listed for sale.* For the past four hundred plus days (400 +) the property has been on the Costar program and advertised throughout the United States. The property was appraised at approximately 8 million dollars.<sup>1</sup>

During such time, the Village has received four inquiries for the property. One from Atlantic Auto Group for a Genesis Dealership, an inquiry from Mill Creek Development (this office initially spoke to Mill Creek in relation to the DOT parcel) and two separate developers representing Storage Facilities. Atlantic Auto Group initially proposed to purchase the property for 6.2 million and change, but rescinded its offer as a changing economy and car prices, coupled with rising interest rates made such development not-viable.

In our very brief discussions with Mill Creek, they believed that the property would not be suited for residential use, but better suited for commercial and were not interested. One storage facility company looked at the property, but decided not to pursue it. The last developer, Blueprint Development Corporation out of Melville, examined the property and has expressed an interest in purchasing the property for \$7.3 million dollars.

We have met with the developer and they wish to place a storage facility on the site, conforming with the current Business B zoning (adhering to height and various setbacks) attached to the premise, but would require a parking variance. As the issue of parking variances has been before the Zoning Board of Appeals, the Board has normally granted variances because the parking is transitory on the property and would not normally present an issue. The Building Department was at the meeting and also did not see an issue with a storage facility on the premises.

The development would not disturb the Electric Department's administrative building and further would not disturb Hose 4 and would provide additional space for Hose 4. We have discussed that with an Ex-Captain of Hose 4 as well. The parking lot would be encumbered by an easement in

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<sup>1</sup> It is important to note that State law does not specifically prescribe how Villages are to sell property. That is left to the discretion of the Village Board. The one restriction pertains to the purchase price and the method in which such price may be computed. For example, the Attorney General has opined that purchase prices should not go below 5-10 percent of the appraised value.

favor of the Village and would permit Village vehicles to park as needed and the Village would retain control over the driveway.

As a practical matter, the two engines within power plant one are ending the useful life of its Title V permits (which permit the units to operate only for emergencies) and based upon discussions with the State, the Title V permits would face very intense scrutiny if the Village attempted to renew said permits. One only has to look at the issues in Rockville Centre as a guide. That being said, the engines do provide 3 megawatts of power and that is included in the Village's reports to NYISO and provide a credit of sorts to the Village. However, the Village has just installed a micro-grid at the premise and that unit's produces 4 megawatts of power. In a discussion with the Superintendent of the Electric Utility and with Jeff Genzer, the Village would seek to have the 4 megawatts substituted in for the two engines within power plant one. Both parties did not think it would be an issue, and that would be handled by Jeff Genzer to develop the wording, etc.

The removal of the engines would be borne by the Village as a capitol plan, and subject to competitive bidding.

Since the initial contact, the Village has been in discussions with the attorneys for Blueprint and we have drafted a contract for the sale of the premises. The contract is essentially the same that has been utilized by the Village in the past; is for 7.3 million dollars and it is an all-cash transaction.

If approved by the Board, we would anticipate a three (3) month turnaround from contact signing to closing. It is important to note that the Village Budget includes roughly 5.3 million for a property sale (this particular sale) in the current fiscal year. This sale would satisfy that budgetary number and leave a surplus of roughly 2 million dollars in said line. Thus, greatly ensuring a structurally balanced 2025-2026 budget.

I have attached a schematic of the area, and a contract of sale (which the developer is signing as I type and it is aware that it is subject to Board approval). If this meets with your approval, please place before the Board for its review and action (including declaring the parcel surplus and awarding the contract).

If this meets with your approval, please place before the Board for its review and action.



Howard E. Colton  
Village Attorney

HEC:

enclosures

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

**WHEREAS**, the Village Attorney is requesting Board approval for the Village to enter into a Contract of Sale with Blueprint Community Development, LLC, a New York Limited Liability Company with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747; and

**WHEREAS**, Blueprint Community has agreed to purchase the premises, 220 West Sunrise Highway (excluding the Administration Building and Hose Co. #4), Section 54/ Block 73/ Lot 126 and part of Section 54/ Block 73/ Lot 50, "as is" for the amount of Seven Million, Three Hundred Thousand Dollars (\$7,300,000); and

**WHEREAS**, if the Board wishes to sell the premises, the property must first be declared surplus, and then the sale can be authorized, provided the sale is for "just and fair," compensation; and

**WHEREAS**, the premise is currently improved by an obsolete power plant; and

**WHEREAS**, as such, the Village may declare the property surplus and sell or otherwise dispose of the property; and

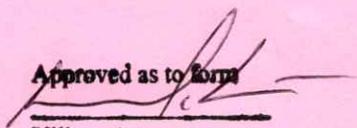
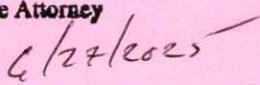
**WHEREAS**, the Village will be represented in the closing by the Village Attorney's Office; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor be and hereby is authorized to enter into a Contract of Sale with Bluepoint Community Development, LLC, a New York Limited Liability Company with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747, for the premises, 220 West Sunrise Highway (excluding the Administration Building and Hose Co. #4), Section 54/ Block 73/ Lot 126 and part of Section 54/ Block 73/ Lot 50, "as is" for the amount of Seven Million, Three Hundred Thousand Dollars (\$7,300,000).

The Clerk polled the Board as follows:

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

Approved as to form

  
Village Attorney  


PURCHASE AND SALE CONTRACT  
("Contract")

This Contract is entered into as of \_\_\_\_\_ (the "Effective Date") by The Incorporated Village of Freeport, New York, a political subdivision of the State of New York ("Seller"), and Blueprint Community Development LLC, a New York Limited Liability Company (being formed) with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747 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 comprise the following.

(To Be Inserted and will note the easements for the Freeport Fire Department and all uses to the southern portion that is not being sold)

The Land and other items described in the preceding paragraph together constitute the "Property."

2. Purchase Price. The purchase price ("Purchase Price") will be \$7,300,000.00 subject to adjustments as provided herein. The Purchase Price will be payable to the Seller in cash or by wire transfer of good funds to the Title Company for payment to the Seller at Closing (as defined below).

3. Earnest Money and Designation of Title Company.

(a) Earnest Money. Within 5 business days after the Effective Date, Purchaser will deposit with East Coast Abstract ("Title Company") the sum of \$600,000. as earnest money hereunder (the "Earnest Money") on contract and \$800,000.00 5 days after Due Diligence is over. The Title Company will deposit the Earnest Money in an interest-bearing account, with 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 toward the Purchase Price at Closing or will be otherwise held and disbursed as herein provided. 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.

4. Purchaser's Due Diligence

(a) Purchaser shall have a period of 60 days, running from the Effective Date, to satisfy itself regarding the suitability of the Property for Purchaser's acquisition (the "Due Diligence Period"). Purchaser shall have the right, at its own cost and expense, 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"). This includes, 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 impediments to development, impediments to rehabilitation, environmental issues, liens, encumbrances, and other matters reflected by any inspection, any report, 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".

(c) 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. 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 and Seller elects to cure, remove or seek to Insure Around those Non-Permitted Exceptions or Seller elects not to cure, not to remove or not to seek to Insure around. If Seller fails to provide the Seller Response, then Seller shall be deemed to have elected not to cure, remove or seek to Insure around any of the Non-Permitted Exceptions.

(d) If Seller elects not to cure, remove or seek to Insure Around 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

(e) 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 new lien, encumbrance or other matter shall no longer constitute a Mandatory Cure Item and shall thereafter be a Permitted Exception hereunder.

(f) 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, design, or engineering reasons. The only exception shall be for engineering or environmental concerns that the Seller has elected to cure as more fully set forth herein.

(g) 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 ten (10) business days of receipt of such notice, Seller shall inform Purchaser of whether Seller is willing to cure or remove the conditions identified by Purchaser.

(h) 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 develop the Property in accordance with the site plan and building permit application Purchaser submits to the Village of Freeport Building Department, without an

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, Seller's Attorney 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.

(j) During the Due Diligence Period, and continuing until Closing or the earlier termination of this Contract, Purchaser shall have the right to enter onto the Property, upon notice to Seller, but shall not have to procure the insurance set forth herein. Purchaser's Consultants (defined below) shall have the right to enter onto the Property and conduct the Purchaser Investigations upon notice to Seller, but Purchaser's Consultants must procure the insurance set forth below prior to entering upon the Property. Seller shall cooperate with Purchaser to secure access to the Property at reasonable times. Prior to any entry upon the Property by Purchaser's contractor, agent, employee, consultant or other third parties at Purchaser's direction (each a "**Purchaser Consultant**"), any Purchaser's 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 Consultant's liability insurance coverage issued with combined single limits of not less than One Million Dollars (\$1 000,000) per occurrence. Any Purchaser's 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. Any seller delays in allowing access to the property for due diligence will cause an equal extension of time for Due Diligence to the buyer.

(k) 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. 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. Approvals and the Process for Filing for the Village Approvals. Purchaser's obligation to purchase the Property and proceed to Closing (as defined in paragraph "10" below) is expressly contingent upon Purchaser's receipt of the Village

A. A grant of all zoning relief requested, either by way of action by the Freeport Zoning Board of Appeals ("the Zoning Board") or by way of waivers issued by the Superintendent of the Freeport Department of Building ("the Superintendent") pursuant to authority granted to the Superintendent to so act by the Village Code;

B. Agreement as to terms of a Services Agreement with the Village of Freeport so that the Village receives 100% of the Village taxes that would be assessed against and levied upon the Property for Village municipal purposes, notwithstanding the grant of any financial assistance within the meaning of the General Municipal Law of the State of New York that is satisfactory to the Purchaser.

It is expressly understood by the parties that the Closing is not conditioned on the Purchaser's receipt of an administrative building permit from the Seller authorizing the construction for the Purchaser's Use.

In furtherance of the provisions of this Section 5, and without limiting the generality thereof, or the obligation of the purchaser to close, 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 the Project. Further, Seller shall cooperate with Purchaser in the prosecution of applications ("Applications") to obtain the Approvals and applications (the "Other Agencies Applications") to obtain permits, licenses, approvals, authorizations, benefits, subsidies, tax incentives, and grants from all Other Agencies with respect to the Project. Seller shall execute and authorize the filing of all Applications and Other Agencies Applications.

Purchaser shall, within **TEN (10) business** days after the Effective Date, file an application with the Freeport Department of Buildings seeking a building permit for the Project. The Superintendent shall review the application forthwith and shall issue a denial letter promptly setting forth any zoning variances that would be required in connection with the construction of the Project. Once the denial letter is issued (assuming one is issued), the purchaser will have **TEN (10) business** days to file its application for any necessary variances with the Zoning Board and/or its application for waivers from the Building Superintendent. Upon receipt of such applications, the Zoning Board shall calendar and hold a hearing on the application at its next available public hearing and the Building Superintendent shall review and provide a written determination upon any requested waivers within five days of the receipt of any such application.

6. 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, certain rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions and any easements or rights of way agreed to by the

permits. Seller will make sure that all machinery, engines, etc shall be removed prior to closing.

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.

Seller hereby further represents, warrants and covenants to Purchaser as follows:

(a) No Actions. 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 another 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 operate, maintain and manage the Property in the same manner as operated, and maintained. Except for the removal of the diesel engines, Seller shall 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 will maintain its existing insurance policies for the Property. **Land will be delivered free and clear of any debris.**

(d) No Rezoning or Moratoria. 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. In addition, Seller shall not impose a moratorium on the Property or affecting the Property that will inhibit, preclude or in any manner jeopardize the development of the Project as designed and contemplated by the Purchaser. This shall survive Closing.

(e) Insurance. From its Effective Date through the Closing Date, Seller will

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 do 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) The 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.

(2) 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, or on-site wells.

(3) 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.

(4) 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 were 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

(6) 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.

(i) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting or contemplated against the Property.

(j) OFAC Compliance. The seller has not been and will not be a person or entity described by Sec. I 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) 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.

7. Closing Conditions: Purchaser's purchase of the Property is subject to the 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. 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

required by this Contract, and the Title Company will deliver the Title Policy, or the Title Company's 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, 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 the consummation of this Contract; (ii) cause this Contract from being rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, control, rehabilitate and develop the Property for Purchaser's Use in accordance with the Purchaser's design specifications as contemplated herein and as detailed in the Purchaser's building permit application and the time for commencement of any such action, suit or proceeding will have lapsed. The terms "action, suit or proceeding" as set forth in this paragraph include, but are not limited to, an Article 78 special proceeding and any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency. In the event an Article 78 special proceeding or any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency is commenced, Purchaser, at Purchaser's option, may cancel this contract or adjourn the Closing until the satisfactory resolution, as determined by Purchaser, of any Article 78 special proceeding or any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency. This shall survive Closing.

(e) Receipt of Village Approvals. Purchaser will have received all Village Approvals in accordance with Section 5 above.

If any Closing Condition is not satisfied by the Closing Date, Purchaser must notify Seller. Seller can choose to fix the issue, but if they don't, Purchaser can either:

- (i) Terminate this Contract by notifying Seller,
- (ii) Proceed with the transaction, or
- (iii) If Seller's failure is a default, exercise remedies under this Contract.

If Purchaser terminates under (i), the Earnest Money will be refunded immediately to Purchaser without further authorization, and both parties will have no further obligations except as stated herein.

10. Closing. The closing ("**Closing**") will take place through an escrow with the Title Company on the date ("**Closing Date**") that is on or about **90 days** after the Effective Date. 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

pending at the end of the ninety-(90) day period. Such litigation can extend the closing past such period. The parties will discuss closing while the decision is pending. Such closing shall occur if there is no opposition to said proceeding.

11. Seller's Obligation 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):

(b) 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.

(c) Title Policy. An ALTA Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by **East Coast Abstract and Freedom Land** 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 8 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, unless agreed to by the parties and contained within this contract and Deed; and

(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(d) Bill of Sale. A bill of sale in the form attached as **Exhibit "C"** hereto.

(e) Transfer Tax Declarations. Transfer tax declarations in the form required by applicable governmental authorities.

(f) Seller's Representations Certificate. A certificate indicating that Seller's representations and warranties are true and correct as of the Closing Date.

(g) Seller's Affidavit. A seller's affidavit of title in the Title Company's

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.

(i) Closing Statement. A closing statement setting forth the applicable closing adjustments.

(j) A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that the 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. Possession of the Property shall be delivered at Closing.

12. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver into escrow with Seller's Attorney, at Purchaser's expense, the following:

(a) Down Payment on Contract: The Down payment on contract, as per provisions of Sections 2 and 13.

(b) Purchaser's Counterparts. Executed counterparts of any necessary transfer and/or 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 available tax assessments. The apportionment of taxes will be on 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.

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 are 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. As Seller is a municipal corporation and prohibited from paying certain fees, Purchaser 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, unless prohibited by law. It is agreed that (i) section 1402-A of the New York State Tax Law does not apply to this transaction and (ii) pursuant to section 1404 of the New York State Tax Law, the Seller shall pay the Transfer Tax at Closing unless the Seller is exempt from the payment of such tax in which case the obligation to pay the Transfer Tax at Closing shall be borne by the Purchaser.

(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.

#### 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, expenses, costs and fees, including reasonable attorneys' fees, incurred by or for Purchaser.

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 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.

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 \$2,000,000.00 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

Purchaser's Address: C/O Suris & Associates, P.C.  
Attention: Christine Raffa J.D.  
395 North Service Road  
Suite 302  
Melville, NY 11747  
Email: [Ray@Surislaw.com](mailto:Ray@Surislaw.com) and [CRaffa@surislaw.com](mailto:CRaffa@surislaw.com)

Seller's Address: Mayor Robert Kennedy  
Incorporated Village of  
Freeport 46 North  
Ocean Avenue Freeport,  
NY 11520  
Email: [rkennedy@freeportny.gov](mailto:rkennedy@freeportny.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@freeportny.gov](mailto:hcolton@freeportny.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. 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 written notice from Purchaser of such default.

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 Seller's Attorney the Earnest Money deposited with Seller's Attorney as liquidated damages unless Purchaser brings an action within 30

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 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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. The Purchaser shall have the option at any time through the date of Closing to assign this Contract to a third party, a single-purpose entity in which the members of the Purchaser shall have an interest, including a limited liability company or corporation.

(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, 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, 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. 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.

(m) 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.

(n) 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 as confidential and shall not be

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 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.

(p) Continuing Cooperation. Seller agrees to cooperate with and assist Purchaser in procuring any and all building permits and approvals necessary to commence construction, to assist Purchaser during the construction process, to expedite and facilitate any permit application, and to join with Purchaser in any application or request by Purchaser for post-Closing approvals or permits including the issuance of certificates of occupancy, such that the Project may be built and occupied in accordance with the Purchaser's design specifications as detailed in the Purchaser's building permit application including This provision shall survive Closing.

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

**PURCHASER:**

**Blueprint Community Development LLC, a  
New York Limited Liability Company**

**BY:** \_\_\_\_\_

*[Handwritten Signature]*  
**Approved as to form**

\_\_\_\_\_  
**Village Attorney**

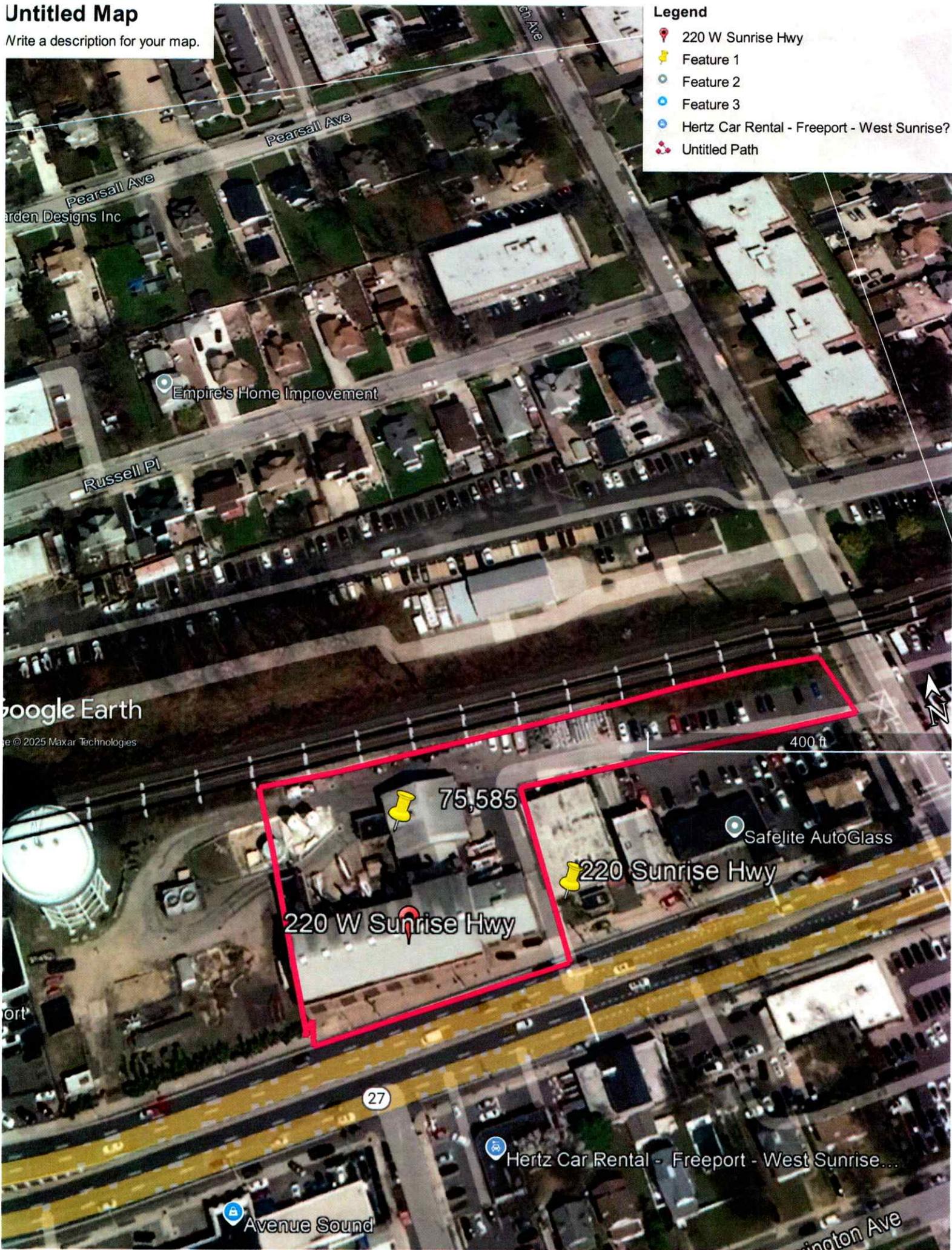
*2/27/2023*

# Untitled Map

Write a description for your map.

## Legend

- 📍 220 W Sunrise Hwy
- 📌 Feature 1
- 📍 Feature 2
- 📍 Feature 3
- 📍 Hertz Car Rental - Freeport - West Sunrise?
- 📍 Untitled Path



The following motion 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 the issuance of bonds for the purpose of the acquisition of equipment for use by the Freeport Fire Department, specifically the appropriation of \$315,000 in bonds and authorizing the issuance of bonds in the principal amount of \$315,000 to finance said appropriation; 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:

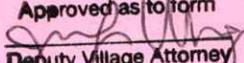
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result 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 Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	VOTING
Mayor Kennedy	VOTING

Approved as to form  
  
Deputy Village Attorney

BOND RESOLUTION OF THE VILLAGE OF FREEPORT,  
NEW YORK, ADOPTED JULY 14, 2025, AUTHORIZING THE  
ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO  
EXCEED \$315,000 TO FINANCE THE ACQUISITION OF  
EQUIPMENT FOR USE BY THE VILLAGE FIRE  
DEPARTMENT, STATING THE ESTIMATED MAXIMUM  
COST THEREOF IS \$315,000 AND APPROPRIATING SAID  
AMOUNT FOR SUCH PURPOSE

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

Section 1. The Village of Freeport, in the County of Nassau, New York (herein  
called the "Village"), is hereby authorized to issue bonds in a principal amount not to exceed  
\$315,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated  
Laws of the State of New York (herein called the "Law"), to finance the acquisition of  
equipment for use by the Village Fire Department.

Section 2. The estimated maximum cost of the project described herein, including  
preliminary costs and costs incidental thereto and the financing thereof, is \$315,000 and said  
amount is hereby appropriated for such purpose. The plan of financing includes the issuance of  
bonds in a principal amount not to exceed \$315,000 finance said appropriation, and the levy and  
collection of taxes on all the taxable real property in the Village to pay the principal of said  
bonds and the interest thereon as the same shall become due and payable.

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

(a) The period of probable usefulness applicable to object or purpose for which said bonds are authorized to be issued, within the limitations of sections 11.00 a. 32 of the Law, is five (5) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a)

the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the Village.

\* \* \*

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

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on July 14, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Freeport this \_\_\_\_ day of July, 2025.

(SEAL)

---

Village Clerk

(NOTICE AND SUMMARY OF RESOLUTION FOR PUBLICATION)

The resolution, a summary of which is published herewith, has been adopted on July 14, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village of Freeport, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Pamela Walsh Boening  
Village Clerk

BOND RESOLUTION OF THE VILLAGE OF FREEPORT,  
NEW YORK, ADOPTED JULY 14, 2025, AUTHORIZING THE  
ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO  
EXCEED \$315,000 TO FINANCE THE ACQUISITION OF  
EQUIPMENT FOR USE BY THE VILLAGE FIRE  
DEPARTMENT, STATING THE ESTIMATED MAXIMUM  
COST THEREOF IS \$315,000 AND APPROPRIATING SAID  
AMOUNT FOR SUCH PURPOSE

The object or purpose for which the bonds are authorized is the acquisition of equipment for use by the Village Fire Department.

The period of probable usefulness is five (5) years.

The amount of obligations to be issued is \$315,000.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Village Clerk, at the Village Hall, 46 North Ocean Avenue, Freeport, New York.

# HAWKINS

HAWKINS DELAFIELD & WOOD LLP  
140 BROADWAY, NEW YORK, NY 10005  
(212) 820-9300 | HAWKINS.COM

(212) 820-9620

July 3, 2025

Village of Freeport, New York  
\$315,000 Bonds for Fire Department Equipment  
(Our File Designation: 7673/47999)

Pamela Walsh Boening  
Village Clerk  
Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

Dear Pam:

At the request of the Village, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on July 14, 2025, showing adoption of the above bond resolution and providing for publication, in summary. **Please note that adoption of the bond resolution requires at least a two-thirds vote of the entire membership of the Board of Trustees, without taking into account any temporary absences or vacancies. Therefore, four affirmative votes are required for adoption.**

Also enclosed is a summary of the bond resolution with the prescribed form of Clerk's statutory notice affixed in readiness for publication in the official Village newspaper. As you know, publication of the bond resolution, in summary, commences a 20-day statute of limitations period pursuant to the provisions of Section 80.00 *et seq.* of the Local Finance Law.

*I am forwarding the enclosed bond resolution with the understanding that all requirements of the New York State Environmental Quality Review Act ("SEQRA"), including either a negative declaration or the appropriate level of review of the project, have been complied with or will be complied with prior to adoption.*

Please obtain and forward to me a certified copy of the Extract of Minutes and an original Affidavit of Publication, when available.

Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

FOUNDED 1854

CALIFORNIA CONNECTICUT DISTRICT OF COLUMBIA MICHIGAN  
NEW JERSEY NEW YORK NORTH CAROLINA OREGON

With best regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Jackson", with a long horizontal flourish extending to the right.

William J. Jackson

WJJ/kl

Enclosures

cc: Howard E. Colton, Esq., Village Attorney  
Ismaela M. Hernandez, Village Treasurer  
Valerie Montes, Deputy Village Treasurer  
Alvin McDaniel, Village Comptroller  
Robert McLaughlin, Deputy Village Attorney  
Jennifer Ungar, Esq., Deputy Village Attorney  
David Tanner, Liberty Capital

EXTRACT OF MINUTES

Meeting of the Board of Trustees of the

Village of Freeport, in the

County of Nassau, New York

July 14, 2025

\* \* \*

A meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on July 14, 2025.

There were present: Robert T. Kennedy, Mayor; and

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

\* \* \*

\_\_\_\_\_ offered the following resolution and moved its adoption:

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING July 14, 2025**

**COMMENTS PERMITTED ON AGENDA ITEMS**