

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES MEETING

MUNICIPAL BUILDING
46 North Ocean Avenue
Freeport, NY 11520

April 21, 2022
11:14 a.m.

M E M B E R S:

ROBERT T. KENNEDY	MAYOR
RONALD J. ELLERBE	DEPUTY MAYOR
CHRISTOPHER L. SQUERI	TRUSTEE

* * *

LISA DEBOURG	DEPUTY VILLAGE CLERK
ROBERT McLAUGHLIN	DEPUTY COUNSEL
JENNIFER UNGAR	DEPUTY COUNSEL
SERGIO MAURAS	SUPERINTENDENT OF BUILDINGS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

-----I N D E X-----

<u>ADDRESS</u>	<u>PAGE</u>
36 Cedar Street	3 - 6
160 Cedar Street	6 - 13
68 Ann Drive	14 - 20
170 Whaley Street	20 - 23
213 Maxson Avenue	23 - 30
403 South Bayview Avenue	30 - 35
474 Nassau Avenue	35 - 43

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MAYOR KENNEDY: Do you want to open the meeting?

MR. McLAUGHLIN: Mr. Mayor, we have an attorney here, so we'd ask to start with his case first, Number 2, 36 Cedar Street.

Counsel, you may approach.

MR. PRIETO: Oscar Prieto for the firm of Bruce Blue. I believe the home owner is here also.

MR. McLAUGHLIN: This is 36 Cedar Street. We have been here in the past. This is the first time counsel is before us.

Mr. Mauras, can you give us a brief overview of the property at this point?

MR. MAURAS: 36 Cedar Street still needs exterior repairs to be performed on the house, which includes the installation of siding, the installation of windows, garage door, some replacement of sections of the roof, some eaves, and some fascia.

MR. McLAUGHLIN: Mr. Mayor, counsel has already informed me that the bank itself is starting to do some work on the property as well. If you could go over that, counsel.

1
2 MR. PRIETO: Yes. About 30 percent
3 of the work has been done. They repaired the
4 foundation, the floor structure and the roof.
5 We needed an exact list of what needed to be
6 left to do, and the company will continue the
7 work over there.

8 MR. McLAUGHLIN: Can I ask, with your
9 permission, Mr. Mayor? Is it possible they
10 could make sure the work on the exterior --
11 one of the problems is the residents in the
12 local area, they have to look at the house as
13 a mess. If they can make the exterior look
14 more presentable. I'm sure your office can
15 meet with Mr. Mauras and go over exactly what
16 he feels is appropriate to be done. But if
17 they can do the exterior, so that way the
18 residents in the neighborhood don't have to
19 look at a house that's a mess.

20 MR. PRIETO: Okay.

21 MAYOR KENNEDY: Unfortunately, one of
22 the neighbors happens to be selling a home,
23 and I have gotten several calls that the
24 house is devaluated because of the condition
25 of this house. We'd really appreciate the

1 exterior taking priority. Get it done and
2 we'll all be happy.
3

4 MR. PRIETO: Okay. That's what we'll
5 work on. I know they had to do the
6 foundation first, before they did anything
7 else. That was completed and the roof.
8 We'll work on the exterior part of it.

9 MAYOR KENNEDY: Could you meet with
10 Sergio, just give him a schedule of when you
11 think it will be done so we can follow up?

12 MR. PRIETO: Yeah, that's fine.

13 MAYOR KENNEDY: So, I'd ask that
14 maybe we reschedule another meeting for a
15 month from now.

16 MR. McLAUGHLIN: Yes. We have a date
17 also for another one or two other hearings
18 for May 12th. We can put it on that date. I
19 did advise counsel that if he has any
20 conflicts, we can put it on sooner.

21 MR. PRIETO: Would that be 11:00 a.m.
22 again?

23 MR. McLAUGHLIN: Yes.

24 MAYOR KENNEDY: I appreciate it.

25 MR. PRIETO: That's fine. Thank you.

1
2 MAYOR KENNEDY: Glad to see we're
3 moving forward. If you need anything, don't
4 hesitate to call my office.

5 THE CLERK: Is there a motion?

6 TRUSTEE SQUERI: So moved.

7 DEPUTY MAYOR ELLERBE: Second.

8 THE CLERK: All in In Favor.

9 TRUSTEE SQUERI: Aye.

10 DEPUTY MAYOR ELLERBE: Aye.

11 MAYOR KENNEDY: Aye.

12 THE CLERK: Any opposed?

13 (No response was heard.)

14 MR. McLAUGHLIN: Mr. Mayor, the next
15 matter we have on is 160 Cedar Street.

16 Actually, just as a reminder to the Board,
17 this is the matter that is in the middle of
18 probate. The individual, Mr. Bunion, is on
19 Zoom right now, along with the attorney.

20 Counsel, your appearance.

21 MR. ZEGARELLI: Thomas Zegarelli with
22 McCalla, Raymer, Leibert, Pierce, LLC,
23 attorneys for Specialized Loan Servicing,
24 LLC.

25 MR. McLAUGHLIN: Mr. Bunion.

1 April 21, 2022

7

2 MR. BUNION: How are you doing?

3 Carlton Bunion. 156 Camforth Drive,
4 Mooresville, North Carolina 28117.

5 MR. McLAUGHLIN: Sergio, can you give
6 a report on the property as we have right
7 now?

8 MR. MAURAS: In regards to 160 Cedar
9 Street, the property still also remains
10 unfinished on the exterior. There is a
11 dilapidated sheathing that has been exposed
12 to the weather. The house wrap is actually
13 deteriorating even more. As we speak, it is
14 actually dangling off of the exterior of the
15 structure. The structure, of course, has no
16 siding, has damages to the roof, has some
17 protrusions from the interior to the exterior
18 that need to be sealed, as there are raccoons
19 that are entering into the premises. The
20 roof also needs to be repaired, along with
21 the windows and the garage doors.

22 MR. McLAUGHLIN: Mr. Bunion, what is
23 the status of your plans for repairing the
24 property.

25 C A R L T O N B U N I O N ,

1
2 having been first duly sworn by a Notary
3 Public of the State of New York, was
4 examined and testified as follows:

5 COURT REPORTER: Please state your
6 name and address for the record.

7 MR. BUNION: Carlton Bunion. 156
8 Camforth Drive, Mooresville, North Carolina
9 28117.

10 MR. McLAUGHLIN: Last time you were
11 dealing with some probate issues. What
12 exactly is your plan on repairing the
13 property, sir?

14 MR. BUNION: Well, I've been in touch
15 with New York Rising, and I should be hearing
16 from my supervisor of the young lady I have
17 been speaking to within a week. Me and her
18 spoke two days ago. The new estimate was
19 already submitted to them. They have to okay
20 it or deny it, and then they take it from
21 there.

22 MR. McLAUGHLIN: Counsel, as you may
23 or may not be aware, this is an issue that's
24 a dilapidated property that ends up having a
25 negative effect not only on the community,

1
2 but there's also concerns that -- it goes
3 more to the point that it will end up being a
4 dangerous building.

5 So, what is the position of the
6 lender regarding this property?

7 MR. ZEGARELLI: Well, as the lender
8 is not on the title, they do not own the
9 subject premises, they can't necessarily do
10 the repairs themselves. But there's no
11 ongoing foreclosure action. I just checked
12 this morning to see if any foreclosure action
13 had been filed, but there's no ongoing
14 foreclosure action at this time.

15 As Mr. Bunion stated, he has
16 submitted an estimate to New York Rising to
17 do the repairs. So, that's -- if that's
18 what's going to happen, the lender is not
19 going to get in the way of that.

20 MAYOR KENNEDY: If I could just make
21 a comment that the house is not in
22 foreclosure yet and that the owner,
23 technically, can't perform those repairs.
24 The Village of Freeport is prepared to do
25 those repairs ourselves. If the owner or the

1
2 bank is not in possession of the home and
3 authorize us to do it, we have laws in effect
4 to provide us the opportunity to perform
5 those repairs and bring it back into a
6 relatively safe condition.

7 So, I would like to say, if you're
8 going to hear by next week, we reconvene this
9 meeting next week, same day. If not, then
10 the Village will move forward and make those
11 repairs on the exterior of the property.
12 Right now we're only concerned with the
13 exterior. The interior you can do at your
14 will.

15 As I said in a few other meetings,
16 neighbors in that area are selling their
17 house and complaining that it devalued their
18 properties. It really needs to be taken care
19 of forthwith.

20 MR. BUNION: I understand.

21 MR. ZEGARELLI: I'll convey that back
22 to my client and let them know.

23 MR. McLAUGHLIN: Counsel, just so
24 you're aware, if the Village does do any
25 repairs on the property, the cost for the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

repairs does go onto the tax bill for the property.

MR. ZEGARELLI: I understand. It would be a super lien, as we call it.

MR. McLAUGHLIN: Correct. Also, as you're aware, we have to pay prevailing wage when we do this. What we would do would be a lot more expensive than what would be done if you guys had the authority or Mr. Bunion could do it.

Mr. Bunion, did they say when they were going to be reporting back to you?

MR. BUNION: In a week.

MAYOR KENNEDY: As of when?

MR. McLAUGHLIN: A week as of when? When did you speak to them?

MR. BUNION: They should be getting back to me next Tuesday.

MR. McLAUGHLIN: Next Tuesday?

MR. BUNION: Yes, sir.

MR. McLAUGHLIN: Do you want to put it on for next week?

MAYOR KENNEDY: Next Thursday, same time.

1
2 MR. ZEGARELLI: I would just like to
3 see if Mr. Bunion could have a little time.
4 I don't represent Mr. Bunion, but in my
5 client's best interest, I would like to see
6 if New York Rising would have a little more
7 time. I know that they're pretty backed up.
8 So, I know if they said a week, it may take a
9 week and a half. So, I was wondering if
10 maybe we could push it over to the following
11 week, so that if there's any follow up
12 discussions that Mr. Bunion needs to have
13 with New York Rising, he has that opportunity
14 so we're not wasting the Village's time with
15 another meeting.

16 MR. McLAUGHLIN: I don't have a
17 problem with that, as long as Mr. Bunion, who
18 does have my number, and he also has been
19 Emailing me, he contacts me and keeps me up
20 to date on this, that he contacts me next
21 week and gives me an update.

22 MR. BUNION: That's not a problem
23 with me. Normally when she tells me a week
24 or so, she normally gets back to me during
25 that time frame. That's not an issue.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MAYOR KENNEDY: So, the following Thursday is what date?

MR. McLAUGHLIN: The 5th.

MAYOR KENNEDY: So we'll reconvene this meeting on the 5th, and hopefully we'll hear from Mr. Bunion sometime next week to provide an update.

MR. BUNION: Absolutely.

MR. ZEGARELLI: Thank you.

MAYOR KENNEDY: Thank you. Have a good day.

MR. McLAUGHLIN: It would be on the 5th at 11:00 a.m.

MAYOR KENNEDY: Do we have a motion?

TRUSTEE SQUERI: So moved.

DEPUTY MAYOR ELLERBE: Second.

THE CLERK: All in favor.

TRUSTEE SQUERI: Aye.

DEPUTY MAYOR ELLERBE: Aye.

MAYOR KENNEDY: Aye.

THE CLERK: Any opposed?

(No response was heard.)

MAYOR KENNEDY: Thank you. Have a good day.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Who is next?

MR. McLAUGHLIN: Next is 55 Hudson --
68 Ann Drive.

MS. MITCHELL: Good morning.

MAYOR KENNEDY: Good morning. How
are you?

MS. MITCHELL: Fine.

T O N I A M I T C H E L L,
having been first duly sworn by a Notary
Public of the State of New York, was
examined and testified as follows:

COURT REPORTER: Please state your
name and address for the record.

MS. MITCHELL: Tonia Mitchell. 68
Ann Drive South, Freeport, New York.

MR. McLAUGHLIN: Sergio.

MR. MAURAS: The property located at
68 Ann Drive has now been lowered and secured
to the foundation. The anchor bolt plates
that were required to be installed previously
now have also been installed. The conditions
that now exist are the exterior of the
property, which includes debris throughout
the premises. It is my understanding, as per

1
2 her contractor, that a dumpster was going to
3 be brought on site to remove debris, and the
4 contractor was having a little bit of an
5 issue with the lift company, as the lift
6 company is responsible for getting rid of the
7 cribbing that still remains on the property.

8 So, as of right now, it's a matter of
9 the exterior aesthetics, making sure that the
10 outside of the property has been cleared of
11 all debris. Of course, now the exterior of
12 the structure is to be worked on to include
13 the siding, the roofing, the replacement of
14 windows, garage doors, and things of that
15 nature.

16 TRUSTEE SQUERI: The cribbing that's
17 there is from the first lift company?

18 MR. MAURAS: That belongs to Ironman.

19 TRUSTEE SQUERI: He did the original
20 lift and lowered it?

21 MS. MITCHELL: He didn't do the
22 original lift.

23 TRUSTEE SQUERI: It's another
24 company's cribbing.

25 MS. MITCHELL: The gentleman's name

1
2 is Randy. At any rate, Lauren Baker from
3 Louisiana formed a company with a gentleman
4 here in New York; they're called Elevations,
5 LLC. It was their combined effort. LB is no
6 longer licensed to work in New York, but he's
7 the one who brought equipment in, and this
8 guy Randy still has his LLC in place. In
9 fact, he has his name on the house which
10 allegedly was for securing the equipment.
11 Now he's claiming not to have been paid by
12 the original contractor. But I think that's
13 a dubious claim because he knows he's out of
14 business. He's trying to get more money. I
15 don't believe that's the case.

16 MAYOR KENNEDY: Who belongs to the
17 cribbing?

18 MS. MITCHELL: Lauren Baker.

19 MAYOR KENNEDY: Send him a letter.
20 If he doesn't take it out, we'll hire a
21 company to take it out.

22 TRUSTEE SQUERI: I know a company
23 that will take it.

24 MS. MITCHELL: Basically, Jeremy,
25 he's leaving it there, holding the place

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

hostage.

TRUSTEE SQUERI: Jeremy from Ironman?

MS. MITCHELL: He left it there to hold the place hostage, because when he came last Monday to lower the house he told me, prior to that, it was \$7,500 to lower the house. I came and paid him \$7,500 on the day he lowered the house. He now said there is an additional \$5,200 due to do a steel beam that he had placed in the house, that I had never been told about. So, he's holding the house hostage.

MR. McLAUGHLIN: So, he won't remove it. We'll remove it.

If I may, Mr. Mayor, ask the superintendent to let -- Ironman is the name of the company?

MS. MITCHELL: Yes.

MR. McLAUGHLIN: Let him know we're moving his stuff.

TRUSTEE SQUERI: It's not his stuff.

MS. MITCHELL: I spoke with Randy about a month and a half ago regarding this lien, because the lien was for approximately

1
2 \$7,500. They did the original lift and that
3 was the balance to lower the house when
4 finished. Obviously, the house is no longer
5 in his business. Now he is claiming that he
6 was not paid \$22,000. If you were not paid
7 \$22,000 in 2016, why in 2016 did you make a
8 lien for \$7,500?

9 MAYOR KENNEDY: That's immaterial to
10 the fact of the cribbing. Notify both of
11 these vendors that it will be removed in 72
12 hours. That's it.

13 MS. MITCHELL: Sounds good.

14 MR. McLAUGHLIN: Sergio, any other
15 matters besides removal of that stuff, as
16 required for this hearing?

17 MAYOR KENNEDY: The exterior of the
18 home.

19 MR. MAURAS: The exterior of the
20 structure needs to be addressed, yes.

21 MAYOR KENNEDY: That's the siding,
22 doors, windows, garage. What are the plans
23 on your time frame with that?

24 MS. MITCHELL: We didn't have a time
25 frame. I suggest the Village go ahead and do

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

it. I will deal with it later.

MAYOR KENNEDY: If you want, I'll have DPW, Rob Fisenne, get in touch with you. At least we can put in what you'd like to have there. We won't put something in and you'll have to take it down later and change it. We'll work it out with you and put it on the taxes. We'll put in what you would like to have. Is that fine?

MS. MITCHELL: Excellent.

MR. McLAUGHLIN: Can I have a motion for the Village to complete the work on the property?

DEPUTY MAYOR ELLERBE: So moved.

TRUSTEE SQUERI: Second.

THE CLERK: All in favor.

TRUSTEE SQUERI: Aye.

DEPUTY MAYOR ELLERBE: Aye.

MAYOR KENNEDY: Aye.

THE CLERK: Any opposed?

(No response was heard.)

MR. McLAUGHLIN: Sergio, do you think there is anything else, besides that, that we have to come back for, or once we do that --

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. MAURAS: Once that is done, there really would be no reason to return.

MAYOR KENNEDY: It gets you back. The outside will be done, no more aggravation. We'll put a tax lien on it, at the end of the year you cross that bridge.

MS. MITCHELL: Works for me.

MAYOR KENNEDY: Perfect. Rob Fisenne from DPW will be in touch with you. If you have any problems, call me directly.

MS. MITCHELL: Thank you. I appreciate that.

MR. McLAUGHLIN: Mr. Mayor, given the motion that was made by the Board, there won't be any further need to meet on this matter.

MAYOR KENNEDY: Thank you.

MR. McLAUGHLIN: 170 Whaley Street.

MAYOR KENNEDY: Good morning. How are you?

MR. COYLE: Well, thank you.

S H E R V I N Y E S H A R I N,
having been first duly sworn by a Notary
Public of the State of New York, was

1
2 examined and testified as follows:

3 J O S E P H C O Y L E,
4 having been first duly sworn by a Notary
5 Public of the State of New York, was
6 examined and testified as follows:

7 COURT REPORTER: Please state your
8 names and addresses for the record.

9 MR. YESHARIN: Shervin Yesharin.
10 S-H-E-R-V-I-N-Y-E-S-H-A-R-I-N. 11 Terrace
11 Circle, 3D, Great Neck, New York 11021.

12 MR. COYLE: Joseph Coyle, C-O-Y-L-E.
13 170 Whaley Street, Freeport, New York 11520.

14 MR. McLAUGHLIN: Mr. Mayor, this was
15 previously on. As you're aware, this was not
16 only a nuisance property, but after an
17 inspection, it is a dangerous condition as
18 well. The home owner, at this point, can't
19 afford to repair the property, and we had
20 discussions that he was placing it on the
21 market for a contractor or someone to come in
22 and take over responsibility for the property
23 to do all the repairs.

24 I just brought up onto the screen now
25 the listing. It is listed for sale. Also

1
2 with him today is the listing agent. He also
3 provided me with a copy of the listing
4 contract, showing that it's listed.

5 MAYOR KENNEDY: Perfect.

6 MR. McLAUGHLIN: I would suggest at
7 this time adjourning to May 12th for a status
8 update. Obviously, if they go into contract
9 and they have a contract they can forward to
10 us and we can always make arrangements to
11 adjourn past that date, as long as we have
12 some type of further movement forward.

13 MAYOR KENNEDY: Agreed. If you have
14 a contract that's been executed, forward it
15 over to Rob and we can delay the next
16 meeting. Keep us in the loop.

17 MR. YESHARIN: Okay.

18 MR. COYLE: Yes, no problem. Is it
19 necessary for my realtor to attend on the
20 12th, or can I come alone?

21 MAYOR KENNEDY: You can come by
22 yourself.

23 MR. COYLE: We can contact him by
24 phone from the meeting.

25 MAYOR KENNEDY: Absolutely.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. McLAUGHLIN: If we do end up meeting, we can always put him on Zoom.

MR. COYLE: Very good. Thank you.

MAYOR KENNEDY: Thank you. I appreciate you following up.

MR. COYLE: I want to move as swiftly as possible to bring the matter to a conclusion.

MAYOR KENNEDY: Any way we can assist, let me know.

MR. COYLE: Many thanks, as always. Thank you. Have a good day.

MR. McLAUGHLIN: We need a motion to adjourn to May 12th.

TRUSTEE SQUERI: Motion.

DEPUTY MAYOR ELLERBE: Second.

MAYOR KENNEDY: Madame Clerk.

THE CLERK: All in favor.

TRUSTEE SQUERI: Aye.

DEPUTY MAYOR ELLERBE: Aye.

MAYOR KENNEDY: Aye.

THE CLERK: Any opposed?

(No response was heard.)

MR. McLAUGHLIN: 213 Maxson.

1
2 Mr. Mayor, just so you're aware, I
3 believe this is the home owner. We also
4 received a notice from the bank asking for an
5 adjournment, because they have to retain
6 counsel. But we can get a status update from
7 him, at this point.

8 MAYOR KENNEDY: Why don't you fill us
9 in first for a status from the Building
10 Department.

11 MR. MAURAS: 213 Maxson Avenue,
12 unfortunately, was involved a fire in April
13 of 2021. As of dates, we still do not have
14 any applications filed for any permits for
15 fire repair. The interior of the home, of
16 course, was damaged due to fire. Of course
17 the exterior of the home is missing windows,
18 which have been boarded. The property on the
19 exterior has some debris throughout the
20 property. But basically, when it comes to
21 the structure itself, there are sections of
22 siding, windows, the porch which needs
23 repairs, and of course the permits that need
24 to be filed for the fire damage as well.

25 MR. McLAUGHLIN: Sorry, Mr. Mayor, I

1
2 was mistaken. This is the contractor, not
3 the home owner.

4 P A U L F I S C H E R,
5 having been first duly sworn by a Notary
6 Public of the State of New York, was
7 examined and testified as follows:

8 COURT REPORTER: Please state your
9 name and address for the record.

10 MR. FISCHER: Paul Fischer. 618
11 Jennings Avenue, West Hempstead, New York
12 11552.

13 I'm actually standing in for the
14 actual contractor. I'm an associate
15 contractor of the contractor that had the
16 job. So, I'm representing him this morning
17 to stand in. We are right now currently in
18 the home, in the residence, that we started
19 cleaning out. We started doing a clean out.

20 We are right now -- we have been
21 waiting for some additional funding that
22 should -- we expect it within a week or so.
23 We expect to resume work or begin resuming
24 work in that residence this coming May 9th.
25 So, May 9th work will be resumed, all permits

1
2 or whatever that is needed to be submitted,
3 that will be submitted.

4 MR. McLAUGHLIN: If I May. You said
5 work is starting May 9th. Permits haven't
6 been submitted yet?

7 MR. FISCHER: That, I don't have the
8 knowledge about. I'm assuming that the 9th
9 of May, if they're looking to begin or resume
10 the work. Me, personally, I haven't been on
11 that project myself personally, but I'm
12 assuming that May 9th, if they're looking or
13 they're going to begin the starting of the
14 project or the renovation, things have
15 already had to be in place, they already have
16 to be in process.

17 MR. MAURAS: No applications have
18 been filed whatsoever. If you don't mind,
19 what is the name of the company?

20 MR. FISCHER: Well, the individual
21 who is the contractor on this project is
22 Sherman Sawyer.

23 MAYOR KENNEDY: What is the name of
24 the company?

25 MR. FISCHER: I don't have his name.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MAYOR KENNEDY: Are you an associate of the company?

MR. FISCHER: I'm an associate.

MAYOR KENNEDY: What is the name of the company?

MR. FISCHER: I'm actually just a relative of him, I'm not an associate to work with him. Like I mentioned --

MR. McLAUGHLIN: Do you have his phone number?

MR. FISCHER: I have his number.

MR. McLAUGHLIN: Can you give us his number?

MR. FISCHER: Absolutely.

MR. McLAUGHLIN: Just so you understand, we want to have a discussion with him as well. Relay this to him, because there are interior issues that have to be done, but we're more concerned at this point about this exterior, so that the residents of the Village and the neighboring properties don't have to look at a property that looks a mess. Give us his number, so the superintendent can reach out to him and set a

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

plan and make sure he gets this done.

Also, if he is planning on starting by May 9th, he's going to have to come in and file the permits and also probably have to pay for an expedite fee to get the permits right away so he can start on May 9th.

MR. FISCHER: I shall relay that to him. The individual you want to contact is Sherman Sawyer, S-A-W-Y-E-R. Sherman Sawyer. He is the contractor. His phone number is (516) 779-5934.

MR. MAURAS: Thank you.

MAYOR KENNEDY: What is two weeks from today?

MR. McLAUGHLIN: That is the 5th.

MAYOR KENNEDY: Put a reconvene date of the 5th. By that time, we should see if applications have been submitted for permits. We'll be in touch with him before then.

MR. MAURAS: Yes.

MAYOR KENNEDY: Advise him that he must come in, the contractor or owner of the home. Who is the owner of the home? Is he also the owner?

1
2 MR. FISCHER: The gentleman --
3 actually, I got a text message with a letter
4 of this hearing, this meeting. On the letter
5 that I have -- I have never met the owner at
6 all, but the name that I have on the letter
7 is addressed to a Ramel Smith. He's the
8 owner. He has to be the owner of the home.
9 It's addressed to Ramel Smith.

10 MAYOR KENNEDY: Make sure you send a
11 letter out to Ramel Smith. Legal, send a
12 letter out too confirming that he must attend
13 here with the general contractor on May 5th.
14 And he should have signed copies of
15 applications of permits at that time.

16 MR. McLAUGHLIN: Superintendent,
17 since he has his number, the contractor
18 probably has any further contact information
19 that he has for Mr. Smith. Or if Mr. Smith
20 is no longer the owner, you could tell us
21 who, if he's transferred title. You have to
22 remember, we get title from people it could
23 be six months later that the County decides
24 to report it.

25 So, we just need a motion to adjourn

1
2 the matter to May 5th at 11:00 a.m. for a
3 status.

4 DEPUTY MAYOR ELLERBE: So moved.

5 TRUSTEE SQUERI: Second.

6 THE CLERK: All in favor.

7 TRUSTEE SQUERI: Aye.

8 DEPUTY MAYOR ELLERBE: Aye.

9 MAYOR KENNEDY: Aye.

10 THE CLERK: Any opposed?

11 (No response was heard.)

12 MAYOR KENNEDY: Thank you very much
13 for coming in.

14 MR. MAURAS: If you don't mind,
15 Mr. Fischer, what is your phone number?

16 MR. FISCHER: (516) 425-4316. The
17 name of my company is Paul Floors and Walls.
18 Enjoy.

19 MR. McLAUGHLIN: The next matter,
20 Mr. Mayor, is 403 South Bayview Avenue. I
21 believe the individual might be on the Zoom.

22 Sir, how are you.

23 MR. SEVERE: Good morning, everyone.

24 MR. McLAUGHLIN: State your name and
25 address.

1
2 MR. SEVERE: Wilde Severe. 676
3 Lakeside Drive, Baldwin, New York 11510.

4 W I L D E S E V E R E,
5 having been first duly sworn by a Notary
6 Public of the State of New York, was
7 examined and testified as follows:

8 MR. McLAUGHLIN: This is 403 South
9 Bayview. It's the property right across from
10 the Hose Company Number 3 firehouse. The
11 property had previously reported. We do have
12 a copy of the contract for sale. There was
13 an Order to Show Cause that was filed. The
14 owner of the property, who is on Zoom right
15 now, has indicated that they appeared and the
16 Order to Show Cause may have been dismissed.

17 Can you give us the report on the
18 Court hearing that you had?

19 MR. SEVERE: I'm sorry, repeat that
20 question.

21 MR. McLAUGHLIN: When we spoke on the
22 phone, you indicated that you had a court
23 hearing that got resolved. Can you explain
24 to the Board what the issues were, what was
25 resolved in court?

1
2 MR. SEVERE: Yes. So, the judge
3 reviewed everything that we provided to him,
4 and he said -- he came to the conclusion that
5 he is lifting anything that stops this
6 property from being sold, which includes the
7 Order to Show Cause and the LP, for lack of a
8 better term, this partner put on the
9 property. So, we're waiting for --
10 yesterday, I dropped off the payment to the
11 Supreme Court so they can provide the
12 transcripts, so we can send that over to the
13 title company. And once I receive it, I will
14 also send that over to the Village so you
15 guys can see that. And once we have that
16 signed copy from the judge -- I reached out
17 to the attorney handling the sale, and he
18 reached out to the buyer's attorney and
19 confirmed that the buyer's are cash buyers.
20 So, all they need is the paperwork showing
21 that the judge removed, ordered that the LP
22 and kicked out the Order to Show Cause, that
23 way we can close.

24 MR. McLAUGHLIN: Just a reminder to
25 the Board. They were ready to close, and a

1
2 lis pendens was placed on the property by a
3 prior partner. What he is indicating is he
4 appeared in court yesterday, that's why we
5 set the date today, because he was appearing
6 in court yesterday. The judge lifted the lis
7 pendens and the Order to Show Cause. So,
8 he'll be getting an order from the Court,
9 send it to the title company to clear title.
10 Since there's no bank, he can close with cash
11 only.

12 MAYOR KENNEDY: Okay.

13 MR. McLAUGHLIN: My suggestion would
14 be, at this time, to adjourn to May 5th so we
15 can get a status. He can even do it on Zoom
16 if he has to, so this way we're aware of
17 what's going on with the closing.

18 Is that okay with you, sir?

19 MAYOR KENNEDY: Is that okay with
20 you?

21 MR. SEVERE: I'm sorry, I heard some
22 of it. The last part.

23 MAYOR KENNEDY: We would reconvene
24 this meeting on May 5th to find out what the
25 status is, if you received the release from

1
2 the Court and provide a prospective closing
3 date on the property.

4 MR. SEVERE: Yeah, 100 percent. To
5 be honest, I'm hoping to close before the end
6 of the month. Honestly speaking, I'm looking
7 to close before the end of the month.

8 MR. McLAUGHLIN: That would be great.

9 MAYOR KENNEDY: So, you could either
10 come in or do another Zoom meeting. Keep in
11 touch with out attorneys and they'll keep in
12 touch with you and we'll reconvene this on
13 May 5th at 11:00.

14 MR. SEVERE: Thank you very much.

15 MR. McLAUGHLIN: Whatever order you
16 get, you have my Email from the Zoom link I
17 sent you. Okay?

18 MR. SEVERE: What day is May 5th?

19 MR. McLAUGHLIN: It's a Thursday.

20 MR. SEVERE: Okay, no problem. Any
21 chance it's all right if I do it through
22 Zoom, or do I need to be in person?

23 MAYOR KENNEDY: Zoom in fine.

24 MR. McLAUGHLIN: Zoom is fine.

25 MR. SEVERE: Thank you, I appreciate

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

it.

MAYOR KENNEDY: Have a great day.
Thank you.

MR. SEVERE: Same to everyone. Take care.

MAYOR KENNEDY: Do we have a motion to accept these terms?

DEPUTY MAYOR ELLERBE: So moved.

TRUSTEE SQUERI: Second.

THE CLERK: All in favor.

TRUSTEE SQUERI: Aye.

DEPUTY MAYOR ELLERBE: Aye.

MAYOR KENNEDY: Aye.

THE CLERK: Any opposed?

(No response was heard.)

MR. McLAUGHLIN: Mr. Mayor, the final matter is 474 Nassau Avenue.

L I L Y G O N Z A L E Z M A R T I N E Z,
having been first duly sworn by a Notary Public of the State of New York, was examined and testified as follows:

W I N S T O N M A R T I N E Z,
having been first duly sworn by a Notary Public of the State of New York, was

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

examined and testified as follows:

COURT REPORTER: Please state your names and address for the record.

MS. MARTINEZ: Lily Gonzalez Martinez. 474 Nassau Avenue, Freeport, New York 11520.

MR. MARTINEZ: Winston Martinez. 474 Nassau Avenue, Freeport, New York 11520.

MR. McLAUGHLIN: Sergio, can you give us a report on 474?

MR. MAURAS: 474 Nassau Avenue was a New York Rising project which is still lifted as incomplete. The exterior of the property still needs to be completed, which includes the siding -- which basically includes mostly siding that needs to be done on the home.

MAYOR KENNEDY: Okay.

MR. McLAUGHLIN: You appeared once before on April 7th and you were going to come back today with a report.

MS. MARTINEZ: Well, I was confused with this whole you guys doing it. I thought that I would get someone and you guys would pay them.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MAYOR KENNEDY: Oh, no.

MS. MARTINEZ: And today, I said,
"Oh, I don't think they do that."

MAYOR KENNEDY: There is an option
for the Village to do it. In turn, you would
be billed. If you didn't pay the bill, it
would go on your taxes for the end of the
year.

MR. McLAUGHLIN: It wouldn't be you
getting the contractor, because we have
certain legal obligations on how we hire
people. We can't just go and hire someone.

MS. MARTINEZ: My contractor was
saying if anybody else does it he can put a
lien, something like that. I'm like --
anyway, we got estimates. But now that I
know it's like that, it's hard. We have
three loans already. But I think I'd rather
get a loan, because what happens when he puts
the lien? You know what I'm saying?

MAYOR KENNEDY: I don't understand
why he would put a lien. Why would the
contractor put a lien on you for?

MR. MARTINEZ: It's stated on the

1
2 contract for the siding part. I guess he's
3 trying to recuperate his loss, because if he
4 doesn't do the job, he's not going to get
5 paid for that portion. It states on the
6 contract.

7 MR. McLAUGHLIN: Mr. Mayor, they have
8 an estimate for \$28,000.

9 MAYOR KENNEDY: \$28,000 for the
10 siding?

11 MR. MARTINEZ: Two different ones.

12 MS. MARTINEZ: Three. We have one
13 \$28,000, one \$26,000. My contractor gave me
14 that. That's his, the actual contractor that
15 started the whole project lifting it and
16 stuff like that.

17 MAYOR KENNEDY: I know who the
18 contractor is. I mean, we can -- if the way
19 you decide is leaving it up to the Village,
20 we can look at the specs he has here and bid
21 it out and get it done. He may charge the
22 Village more, because we have to do
23 prevailing wage, and then you can get it done
24 with the Village and send you a bill. If the
25 bill doesn't get paid, you can't get a loan,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

it will go on your taxes at the end of the year. So, I'm going to give you more time to prepare for it. Do you have a mortgage?

MS. MARTINEZ: Yes.

MAYOR KENNEDY: The bank would pay it, ultimately. That's what happens there.

TRUSTEE SQUERI: It will increase the escrow.

MS. MARTINEZ: If the Village does it?

MAYOR KENNEDY: Right.

MS. MARTINEZ: He said something about putting the lien. So, I don't know. Can I get time to just try to see if I can get a loan?

MR. McLAUGHLIN: May I make a suggestion, Mr. Mayor? We can get prices, and by the 12th, either they get a loan and they are going to do it, or we can pull the trigger, then at least we'll be ready to go either way on it. Do you know what I'm saying?

MAYOR KENNEDY: Sure. You see if you can get a loan. Let me have some people

1
2 price it out, talk to our contractors here,
3 and we'll come back again and have another
4 update. At that time we'll have more of a
5 basis to make a decision on how you want to
6 go. Is that okay with you?

7 MS. MARTINEZ: You would talk to him.

8 MAYOR KENNEDY: Yeah.

9 MS. MARTINEZ: That would be helpful,
10 if that can happen.

11 MR. McLAUGHLIN: There may be some
12 things on there that we don't need done right
13 away. Maybe narrow down the focus on what
14 they want to do.

15 MAYOR KENNEDY: Exactly.

16 MS. MARTINEZ: When I seen that
17 price. And there was another one. He didn't
18 send out the Email, the whole contact,
19 whatever.

20 MR. McLAUGHLIN: The reason why I
21 brought that up, at this point we can adjourn
22 to May 12th. We need to know what way we're
23 going, one way or the other, whether or not
24 the Village is doing it. By May 12th, you
25 can apply for whatever loan you have and be

1
2 in that process, if you decide to do that.
3 If not, we'll move forward on the other
4 option if it's necessary.

5 MAYOR KENNEDY: Do we have permission
6 to go on the property to take a look?

7 MS. MARTINEZ: Sure.

8 MR. MARTINEZ: We still have to talk
9 to the contractor and make sure he has no
10 problem with it. If he can't do it and it's
11 going over his head, I don't want him putting
12 a lien on the house.

13 MAYOR KENNEDY: I understand that.
14 We wouldn't do anything until we have a
15 meeting and discuss it.

16 MR. McLAUGHLIN: By May 12th we need
17 to make a decision one way or other, so we
18 know what options there are, whether you are
19 going to do it by the loan. And I would
20 suggest, giving that we're giving it a couple
21 of weeks, if you are going to do the loan,
22 start that process. If you're doing that,
23 come here that day with that process started.
24 If not, we'll have that discussion about us.

25 MS. MARTINEZ: So, you get your own

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

people from the Village to do it?

MAYOR KENNEDY: Not the Village. The Village would draw specifications, bid it out, and see what we get for the cheapest price available.

MS. MARTINEZ: Okay.

MAYOR KENNEDY: At least we'll both have more information by that time. If you're able to get a loan, if you do secure a loan by the next meeting, you say, "Hey, we have a loan lined up and we're going to give it to this contractor, we're going to be done by so and so date," then fine, we don't do anything.

MS. MARTINEZ: I'm still a little confused. Does he still have a chance to do it, if you guys do it?

MAYOR KENNEDY: I don't know. I'd have to look and see.

MS. MARTINEZ: If I don't get the loan -- like I said, I have three loans, paying the rent, and the mortgage. Then, in order for him not to feel like he has to put a lien, that would be nice, if you can work

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

with him.

MAYOR KENNEDY: By May 12th, we'll have all those answers for you.

MS. MARTINEZ: All right. Thank you very much.

MAYOR KENNEDY: I'm trying to make it easier for you.

MS. MARTINEZ: Thank you so much. We're going to work on whatever.

MAYOR KENNEDY: Are you okay?

MR. MARTINEZ: Yeah.

MAYOR KENNEDY: I know it's got to be hard. We'll help wherever we can.

MR. McLAUGHLIN: We need a motion to adjourn this matter to May 12th.

TRUSTEE SQUERI: So moved.

DEPUTY MAYOR ELLERBE: Second.

MAYOR KENNEDY: All in favor.

TRUSTEE SQUERI: Aye.

DEPUTY MAYOR ELLERBE: Aye.

MAYOR KENNEDY: Aye.

THE CLERK: Any opposed?

(No response was heard.)

MR. McLAUGHLIN: The only

1 non-appearance that we had was 55 Hudson
2 Avenue.
3

4 MAYOR KENNEDY: That we discussed
5 yesterday. You will pursue with our original
6 agreement.

7 MR. McLAUGHLIN: Yes. At this point,
8 all we need is a motion to adjourn.

9 TRUSTEE SQUERI: So moved.

10 DEPUTY MAYOR ELLERBE: Second.

11 MAYOR KENNEDY: Madame Clerk.

12 THE CLERK: All in favor.

13 TRUSTEE SQUERI: Aye.

14 DEPUTY MAYOR ELLERBE: Aye.

15 MAYOR KENNEDY: Aye.

16 THE CLERK: Any opposed?

17 (No response was heard.)

18 (WHEREUPON, this hearing was
19 concluded at 11:56 p.m.)
20

21 * * *
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

April 21, 2022

45

C E R T I F I C A T E

I, BETHANNE MENNONNA, a Notary Public within and for the State of New York do hereby certify that the foregoing is a true and accurate transcript of the proceedings, as taken stenographically by myself to the best of my ability, at the time and place aforementioned.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of April, 2022.


BETHANNE MENNONNA