

**TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY
BOARD MEETING
Nathan L. Bennett Pavilion, One Washington Street, Hempstead, NY
AGENDA
Tuesday, December 20, 2022, 9:00 AM**

Notes:

- Masks are no longer mandated. The Town of Hempstead IDA continues to encourage social distancing at public meetings.
- A livestream of the meeting may also be viewed at www.tohida.org . Select "Watch Meetings"

The Agenda will include but not be limited to:

AGENDA:

- Confirm the presence of a Quorum
- Public Comment with respect to Agenda items

VILLAGE BUSINESS:

Village of Freeport:

- None

Village of Hempstead:

- Consideration of an Inducement Resolution for **110 Graham Realty Phase II**, 110 West Graham Avenue, Hempstead

NEW BUSINESS - Applications, Transaction Resolutions and Presentations:

- Consideration of an Inducement Resolution for **875 Merrick LLC**, 875 Merrick Avenue, Westbury
- Consideration of a Tenant Consent for **Valley Stream Green Acres LLC**, 2034 Green Acres Road, Valley Stream – Vistasite Eyecare
- Consideration of a Mortgage Refinance for **JFK Logistics Center LLC**, 25351 Rockaway Boulevard, Woodmere
- Consideration of an Approval for a Mortgage Refinance for **Green Acres Adjacent LLC**, 750 West Sunrise Highway and **Valley Stream Green Acres LLC**, 2034 Green Acres Mall, Valley Stream

NEW BUSINESS - Other:

- CEO's Report
- Consideration and Adoption of the 2023 Meeting Schedule
- Consideration and Adoption of the Uniform Tax Exemption Policy
- Consideration and Adoption of the Record Retention and Disposition Policy
- Consideration and Adoption of the Sexual Harassment Policy
- Consideration and Adoption of the Fund Balance Policy
- Consideration of a Resolution to pay Massa and Associates for 2022 update to Actuary report, subject to GASB 74/75 requirements

- Consideration of a Resolution to approve the contract with Giovatto Agency for website maintenance
- Consideration of a Resolution to approve the contract with Sheehan & Company for the 2022 Audit and 2023 Review
- Consideration of a Resolution to approve the contract with Todd Shapiro & Associates for Public Relations services
- Consideration of a Resolution to pay for the NYSEDC Annual Membership
- Consideration of a Fund Balance Transfer to the Post-Retirement Health Insurance Account
- Consideration of a Resolution to Purchase Office File Cabinets
- Consideration of a Resolution to reimburse Laura Tomeo for renewal of Notary
- Consideration of a Salary Resolution for Frederick Parola
- Consideration of a Salary Resolution for Edith Longo
- Consideration of a Salary Resolution for Lorraine Rhoads
- Consideration of a Salary Resolution for Arlyn Eames
- Consideration of a Salary Resolution for Michael Lodato
- Consideration of a Salary Resolution for Laura Tomeo
- Distribution of the Confidential Board Performance Evaluations

OLD BUSINESS: - None

READING AND ADOPTION OF MINUTES OF PREVIOUS MEETING(s):

- Consideration and Adoption of the Minutes of November 16, 2022

REPORT OF THE TREASURER:

- Financial Statements and Expenditure List: November 10 – December 13, 2022

COMMITTEE UPDATES :

EXECUTIVE SESSION:

ADJOURNMENT:

Chairman Approval: 12/8/22

Contact: Arlyn Eames, Deputy Financial Officer, arlyeam@hempsteadny.gov
516-489-5000, ext.4200

PROJECT ABSTRACT
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

110 Graham Realty, LLC (Phase II)
Project: 2802-22-12B

Application Date: 12/8/22 Contact: David Meyer

Applicant Name and Address: 110 Graham Realty, LLC
110 W Graham Avenue
Hempstead, NY 11550

Project Address: **110 W Graham Avenue**
 Hempstead, NY 11550

Project:

The applicant intends to renovate an existing 103,000 square foot building located at 11 W. Graham Avenue within the Village of Hempstead located on 3.8 acres of land. The renovations include lifts for additional parking, as well as maintain the required brand compliance upgrades set forth by Mercedes-Benz USA Evolution. This will also include, but not be limited to new furniture at the facility, flooring, wall and paint finishes, shop equipment, HVAC repairs, façade renovation, structural repair, EV charging infrastructure and signage. This project has and will continue to be used as an automotive repair/service center. This site also abuts the only distressed area within the Town of Hempstead.

This project is currently within a PILOT which is expiring on 12/31/22. This application is looking to extend that PILOT for 2 additional years.

Project Costs:

Building(s) Renovation	\$400,000
Site Work	\$100,000
Machinery and Equipment	\$550,000
Legal Fees	\$25,000
Architectural/Engineering Fees	\$25,000
Other (Furniture and Signage)	\$300,000 and \$100,000

Total

\$1,500,000

Employment:

	Full	Part
Present	96	0
1 st Year	101	0
2 nd Year	106	0

LMA : 89 FTE

Creation: of 10 FTE

Average Salary of Hourly Employees: \$45,000 - \$85,000 yearly

Approx Construction Jobs 20

Benefits Sought: 2 Year PILOT Extension , Sales Tax Exemption,

Benefit Analysis:

Sales Tax Exemption Renovation, Furnishing and Fixture:

\$1,250,000 x 8.625%= \$ 107,812.50

Mortgage Exemption Not Requested

Current Tax Information:

Section; 36, Block: 486, Lots: 40 and 41

Parcels: 2

SD- Hempstead

Currently within a PILOT

Total Tax if not within a PILOT: \$1,082,554.54

22 General: \$122,580.86

22-23 School: \$685,690.74

Village: \$274,382.94 (Includes Sanitation Fee)

Estimated Taxes as per Farrell Fritz Letter: \$367,509.79

Applicant Attorney: Daniel Baker

IDA Transaction Counsel: Bill Weir and Terence Walsh

Current PILOT - 110 Graham
Realty LLC

EXHIBIT A

Schedule of In-Lieu-of-Taxes Payment less any amounts payable by the Company in connection with any special ad valorem levies, special assessments or Special District Taxes and service charges levied against the Facility to the Village of Hempstead, Town of Hempstead, Hempstead School District and Appropriate Special Districts:

General Tax Year/Village Tax Year/School Tax Year	Total PILOT Payments
2013 General/2012-2013 Village/2012-2013 School	\$210,000.00
2014 General/2013-2014 Village/2013-2014 School	\$215,000.00
2015 General/2014-2015 Village/2014-2015 School	\$225,000.00
2016 General/2015-2016 Village/2015-2016 School	\$240,000.00
2017 General/2016-2017 Village/2016-2017 School	\$255,000.00
2018 General/2017-2018 Village/2017-2018 School	\$270,000.00
2019 General/2018-2019 Village/2018-2019 School	\$285,000.00
2020 General/2019-2020 Village/2019-2020 School	\$305,000.00
2021 General/2020-2021 Village/2020-2021 School	\$325,000.00
2022 General/2021-2022 Village/2021-2022 School	\$345,000.00

NOTE: This PILOT Agreement shall expire on December 31, 2022. All payments for the 2021-2022 School Tax Year, the 2021-2022 Village Tax Year and the 2022 General Tax Year must be paid in full prior to the expiration of this PILOT Agreement. The above calculation is for the total tax on the Land, existing Improvements and any proposed renovations to the Improvements. Full taxes will go into effect in 2023.

110 Graham Realty, LLC
DRAFT PILOT

110 W Graham Avenue
Hempstead, NY 11550
Section; 36, Block: 486, Lots: 40 and 41
Parcels: 2
SD- Hempstead

Current Total Taxes: Currently within a PILOT
Total Tax if not within a PILOT: \$1,082,554.54
This is based on 22' General and 22-23' School and 23' Village
Estimated Taxes as per Farrell Fritz Letter: \$367,509.79
Last Year of PILOT: 12/31/22
Amount of Last PILOT Payment: \$345,000.00
Estimated Taxes Once Built: N/A (only internal renovations being made)

Year	Total
1	\$400,000.00
2	\$410,000.00

12/9/22 – DRAFT

This Pilot has NOT been approved by the Hempstead IDA Board

Economic and Fiscal Impact

110 GRAHAM REALTY, LLC

Town of Hempstead
Industrial Development Agency

DECEMBER 12, 2022

PREPARED BY:



P.O. Box 3547
Saratoga Springs, NY 12866
518.899.2608
www.camoinassociates.com

110 Graham Realty, LLC

The Project

Renovation of an existing 103,000 SF automotive repair/service center at 110 W. Graham Avenue, Hempstead, NY 11550 to accommodate additional parking and compliance upgrades from Mercedes-Benz USA Evolution.

Requested Financial Assistance

- ◆ **PILOT:** 2-year extension to an existing PILOT, which is expiring on 12/31/22.
- ◆ **Sales Tax Exemption:** \$107,812.50

Total Annual Economic Impact

- ◆ **Jobs:** 12
- ◆ **Earnings:** \$747,552
- ◆ **Sales:** \$1,729,256

Fiscal Benefit or Cost to Town

- ◆ **Annual Sales Tax Revenue:** \$491
- ◆ **Average Annual PILOT Payment:** \$11,922
- ◆ **Average Annual Net Benefit:** \$1,486

Summary of Benefits to Town

Total Jobs	12
Direct Jobs	10
Total Earnings	
Direct Earnings	\$ 747,552
Annual Sales Tax Revenue to County	\$ 576,109
Annual Sales Tax Revenue to Town	\$ 5,560
Average Annual PILOT Payment	\$ 405,000
Average Annual PILOT Payment to Town	\$ 11,922
Average Annual PILOT Benefit	\$ 33,815
Average Annual PILOT Benefit to Town	\$ 995
Average Annual Net Benefit to Town	\$ 1,486

Economic and Fiscal Impacts of Renovation Phase

Renovation Phase Spending - Town

Total Renovation Cost	\$ 1,475,000
Percent Sourced from Town	70%
Net New Renovation Spending	\$ 1,032,500

Source: Applicant, Camoin Associates

Town Economic Impact - Renovation Phase

	Jobs	Earnings	Sales
Direct	4 \$	389,970 \$	1,032,500
Indirect	1 \$	49,114 \$	152,287
Induced	1 \$	55,122 \$	142,468
Total	6 \$	494,206 \$	1,327,255

Source: Lightcast, Camoin Associates

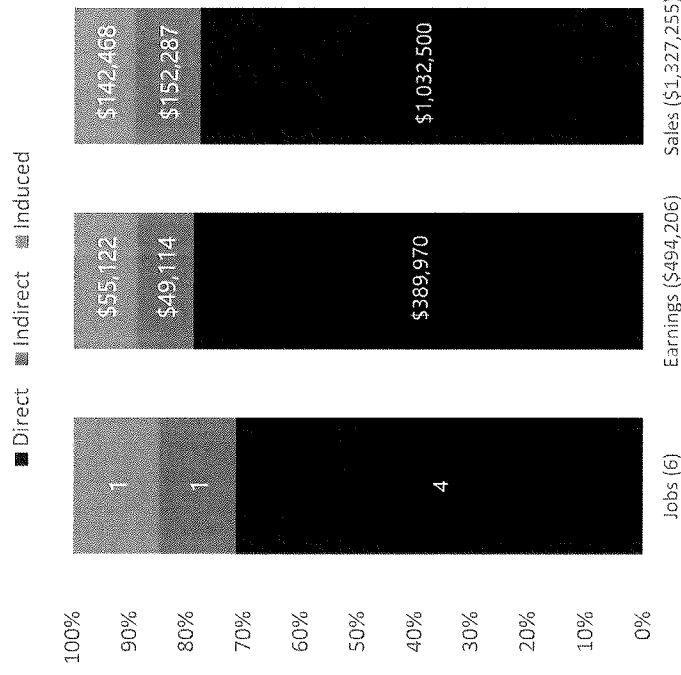
One-Time Sales Tax Revenue, Renovation Phase

Total New Earnings	\$ 494,206
Amount Spent in County (70%)	\$ 345,945
Amount Taxable (25%)	\$ 86,486
Nassau County Sales Tax Revenue (4.25%)	\$ 3,676
New Town Sales Tax Revenue Portion*	0.375%
New Town Sales Tax Revenue	\$ 324

Source: Town of Hempstead IDA, Camoin Associates

*Note: Nassau County's sales tax rate is 4.25%, of which 0.75% is allocated to the towns and cities within the county. For this analysis we assume half of the 0.75% is allocated to the Town of Hempstead.

Total Economic Impact - Renovation Phase



Economic and Fiscal Impacts of Annual Operations

Town Economic Impact - On-Site Operations

	Jobs	Earnings	Sales
Direct	10	\$ 576,109	\$ 1,274,329
Indirect	1	\$ 68,385	\$ 192,159
Induced	1	\$ 103,059	\$ 262,767
Total	12	\$ 747,552	\$ 1,729,256

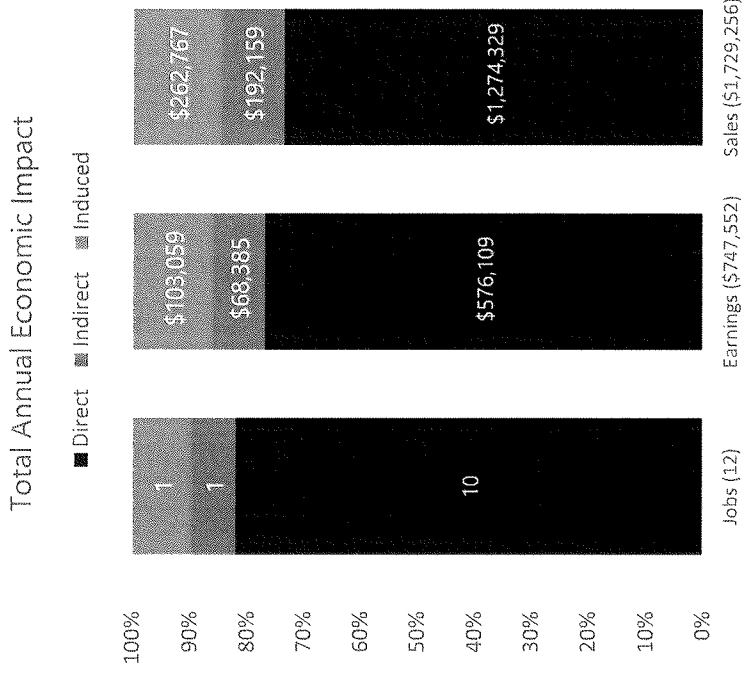
Source: Lightcast, Camoin Associates

Annual Sales Tax Revenue, On-Site Operations

Total New Earnings	\$ 747,552
Amount Spent in County (70%)	\$ 523,287
Amount Taxable (25%)	\$ 130,822
Nassau County Sales Tax Revenue (4.25%)	\$ 5,560
New Town Sales Tax Revenue Portion*	0.375%
New Town Tax Revenue	\$ 491

Source: Town of Hempstead IDA, Camoin Associates

*Note: Nassau County's sales tax rate is 4.25%, of which 0.75% is allocated to the towns and cities within the county. For this analysis we assume half of the 0.75% is allocated to the Town of Hempstead.



PILOT Payments

Tax Payments with PILOT

Year	PILOT Payments	Total				Portion of Payment by Jurisdiction			
		Town	County	School District	Village	Town	County	School District	Village
1	\$ 400,000	\$ 11,775	\$ 33,514	\$ 253,337	\$ 101,374				
2	\$ 410,000	\$ 12,070	\$ 34,352	\$ 259,670	\$ 103,908				
Total	\$ 810,000	\$ 23,845	\$ 67,866	\$ 513,007	\$ 205,283				
Average	\$ 405,000	\$ 11,922	\$ 33,933	\$ 256,504	\$ 102,641				

Source: Town of Hempstead IDA, Camoin Associates

Tax Payments without Project

Year	Property Tax Payment Without Project*	Total				Portion of Payment by Jurisdiction			
		Town	County	School District	Village	Town	County	School District	Village
1	\$ 367,510	\$ 10,819	\$ 30,792	\$ 232,759	\$ 93,140				
2	\$ 374,860	\$ 11,035	\$ 31,408	\$ 237,415	\$ 95,003				
Total	\$ 742,370	\$ 21,854	\$ 62,199	\$ 470,174	\$ 188,143				
Average	\$ 371,185	\$ 10,927	\$ 31,100	\$ 235,087	\$ 94,071				

Source: Town of Hempstead IDA, Camoin Associates

*Note: Assumes an average annual increase of 2.00%

The current total property tax payment without project is calculated based on a 2.00% annual increase to value of what the current taxes would be without the current PILOT, as provided by the applicant.

Tax Policy Comparison

Tax Policy Comparison (All Jurisdictions)

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 367,510	\$ 400,000	\$ 32,490
2	\$ 374,860	\$ 410,000	\$ 35,140
Total	\$ 742,370	\$ 810,000	\$ 67,630
Average	\$ 371,185	\$ 405,000	\$ 33,815

Source: Town of Hempstead IDA, Camoin Associates

Tax Policy Comparison for Town

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 10,819	\$ 11,775	\$ 956
2	\$ 11,035	\$ 12,070	\$ 1,034
Total	\$ 21,854	\$ 23,845	\$ 1,991
Average	\$ 10,927	\$ 11,922	\$ 995

Source: Town of Hempstead IDA, Camoin Associates

Tax Policy Comparison for County

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 30,792	\$ 33,514	\$ 2,722
2	\$ 31,408	\$ 34,352	\$ 2,944
Total	\$ 62,199	\$ 67,866	\$ 5,666
Average	\$ 31,100	\$ 33,933	\$ 2,833

Source: Town of Hempstead IDA, Camoin Associates

Tax Policy Comparison

Tax Policy Comparison for School District

Year	Property Tax Payment Without Project		PILOT Payment	Benefit (Cost) of Project
1	\$	232,759	\$ 253,337	\$ 20,577
2	\$	237,415	\$ 259,670	\$ 22,256
Total	\$	470,174	\$ 513,007	\$ 42,833
Average	\$	235,087	\$ 256,504	\$ 21,417

Source: Town of Hempstead IDA, Camoin Associates

Tax Policy Comparison for Village

Year	Property Tax Payment Without Project		PILOT Payment	Benefit (Cost) of Project
1	\$	93,140	\$ 101,374	\$ 8,234
2	\$	95,003	\$ 103,908	\$ 8,906
Total	\$	188,143	\$ 205,283	\$ 17,140
Average	\$	94,071	\$ 102,641	\$ 8,570

Source: Town of Hempstead IDA, Camoin Associates

Summary of Costs to Affected Jurisdictions

	State and County
Sales Tax Exemption	\$ 107,813

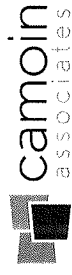
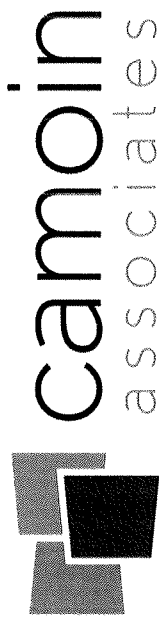
Source: Applicant, Camoin Associates

THE PROJECT TEAM

Jessica Tagliafierro
Senior Analyst

Leading action to
grow your economy

Saratoga Springs, NY
Richmond, VA
Portland, ME
Boston, MA



PROJECT ABSTRACT
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

875 Merrick, LLC
Project: 2802-22-10A

Application Date: 10/25/22 Contact: Charles Piluso

Applicant Name and Address: **15 Plover Lane**
 Lloyd Harbor, NY 11743

Project Address: **875 Merrick Avenue**
 Westbury, NY 11590

Project:

The applicant intends to renovate an existing 43,647 square foot building housed on 2.08 acres located in Westbury. The building will be updated and marketed to tenants for office space. The building was previously occupied by Geico and is in need of substantial repair. Those repairs include but will not be limited to the roof, façade and building systems. As well as completely renovating the interior of the current building.

Project Costs:

Building Renovations	\$2,484,000
Site Work	\$250,000
Machinery and Equipment	\$250,000
Architectural/Engineering Fees	\$40,000
Legal Fees	\$40,000
Total	\$3,064,000

Employment:

	Full	Part
Present	0	0
1 st Year	110	0
2 nd Year	110	0

LMA: 60
Creation: of 110 FTE
Average Salary: \$55,000
Approx 50 Construction Jobs

Benefits Sought: 15 Year PILOT, Sales Tax Exemption,

Benefit Analysis:

Sales Tax Exemption Renovation, Furnishing and Fixture:
 $\$1,740,400 \times 8.625\% = \$150,109.50$

Mortgage 0

Current Tax Information:
Section; 44, Block: 78, Lots: 20 & 21
Parcels: 2
SD-Uniondale 2

Total Tax: \$283,925.60

Successful Certiorari Taxes: \$275,550.98 (7/15/22)

Full Assessed Value: \$ 5,067,700
Total Assessment: \$50,677

22 General: \$118,943.4
22-23 School: \$164,982.20
Village: N/A
Estimated Taxes Once Built: N/A Only internal renovations
Applicant Attorney: Dan Deegan and John Gordon
IDA Transaction Counsel: Bill Weir

875 Merrick, LLC
DRAFT PILOT

875 Merrick Avenue
Westbury, NY 11590

Current Tax Information:

Section; 44, Block: 78, Lots: 20 & 21

Parcels: 2

SD-Uniondale 2

Current Total Taxes: *\$283,925.60*

Successful Certiorari Taxes: \$275,550.98

Estimated Taxes Once Built: N/A (only internal renovations being made)

Year	Total
1	\$275,550.00
2	\$275,550.00
3	\$275,550.00
4	\$279,683.00
5	\$283,878.00
6	\$288,846.00
7	\$293,900.00
8	\$299,778.00
9	\$305,774.00
10	\$312,654.00
11	\$319,689.00
12	\$327,681.00
13	\$335,874.00
14	\$345,511.00
15	\$355,002.00

11/15/22 – DRAFT

This Pilot has NOT been approved by the Hempstead IDA Board

PREPARED FOR:

Town of Hempstead Industrial Development Agency
350 Front Street, Room 234-A
Hempstead, NY 11550

Economic and Fiscal Impact

875 MERRICK, LLC

Town of Hempstead
Industrial Development Agency

DECEMBER 2, 2022

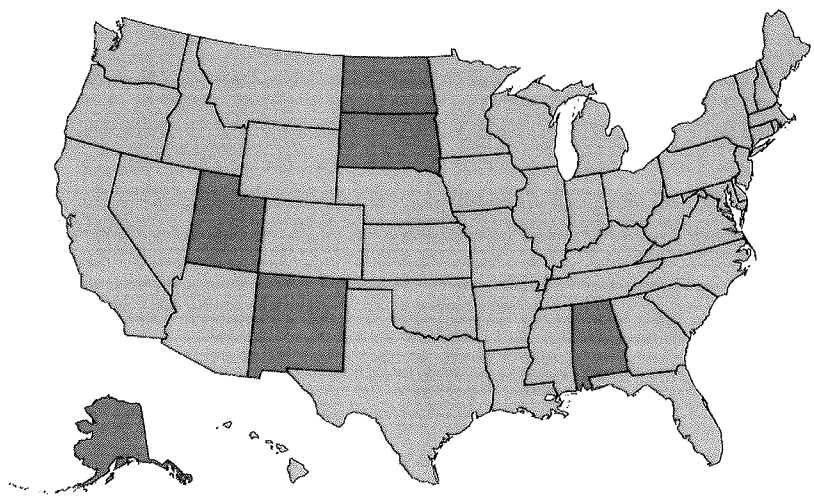
PREPARED BY:



PO Box 3547
Saratoga Springs, NY 12866
518.899.2608
www.camoinassociates.com

Camoin Associates has provided economic development consulting services to municipalities, economic development agencies, and private enterprises since 1999. Through the services offered, Camoin Associates has had the opportunity to serve EDOs and local and state governments from Maine to California; corporations and organizations that include Lowes Home Improvement, FedEx, Amazon, Volvo (Nova Bus) and the New York Islanders; as well as private developers proposing projects in excess of \$6 billion. Our reputation for detailed, place-specific, and accurate analysis has led to projects in 44 states and garnered attention from national media outlets including Marketplace (NPR), Crain's New York Business, Forbes magazine, The New York Times, and The Wall Street Journal. Additionally, our marketing strategies have helped our clients gain both national and local media coverage for their projects in order to build public support and leverage additional funding. We are based in Saratoga Springs, NY, with regional offices in Portland, ME; Boston, MA; Richmond, VA and Brattleboro, VT. To learn more about our experience and projects in all of our service lines, please visit our website at **www.camoinassociates.com**. You can also find us on Twitter **@camoinassociate** and on **Facebook**.

Jessica Tagliafierro
Senior Research Analyst



CAMOIN ASSOCIATES

ABOUT THE STUDY

Camoin Associates was retained by the Town of Hempstead Industrial Development Agency to measure the potential economic and fiscal impacts of a project proposed by 875 Merrick, LLC. The proposed project involves the renovation of a 43,647 square foot office space at 875 Merrick Avenue, Westbury, Town of Hempstead, Nassau County, New York. The goal of this analysis is to provide a complete assessment of the total economic, employment, and tax impact of the project on the Town of Hempstead that result from the renovation of the facility and on-site operations.

The primary tool used in this analysis is the input-output model developed by Lightcast (formerly Emsi). Primary data used in this study was obtained from the developer's application for financial assistance to the Town of Hempstead Industrial Development Agency and included the following data points: renovation spending, on-site jobs, exemptions, and PILOT schedule.

The economic impacts are presented in four categories: direct impact, indirect impact, induced impact, and total impact. The indirect and induced impacts are commonly referred to as the "multiplier effect."

STUDY INFORMATION

Data Source:

875 Merrick, LLC Application for Assistance and the Town of Hempstead Industrial Development Agency

Geography:

Town of Hempstead

Study Period:

2022

Modeling Tool:

Lightcast (formerly Emsi)

DIRECT IMPACTS

This initial round of impacts is generated as a result of spending on renovation and operations.

INDIRECT IMPACTS

The direct impacts have ripple effects through business to business spending. This spending results from the increase in demand for goods and services in industry sectors that supply both the facility.

INDUCED IMPACTS

Impacts that result from spending by facility employees, employees of town businesses, and employees of suppliers. Earnings of these employees enter the economy as employees spend their paychecks in the town on food, clothing, and other goods and services.

CONTENTS

Executive Summary	0
Economic Impact Analysis.....	2
Fiscal Impact Analysis	4
Attachment A: What is Economic Impact Analysis?.....	13
Attachment B: Study Areas	14

This page intentionally left blank.

CAMOIN ASSOCIATES

EXECUTIVE SUMMARY

The Town of Hempstead Industrial Development Agency (the "Agency") received an application for financial assistance from 875 Merrick, LLC (the "Applicant") for the renovation of a 43,647 square foot office facility (the "Project") at 875 Merrick Avenue, Westbury, Town of Hempstead, Nassau County, New York (the "Site"). The Applicant is seeking a 15-year PILOT agreement from the Agency. The Agency commissioned Camoin Associates to conduct an economic and limited fiscal impact analysis of the Project on the Town of Hempstead (the "Town").

The following is a summary of our findings from this study, with details below and in the following sections.

Table 1

Summary of Benefits to Town

Total Jobs	163
Direct Jobs	110
Total Earnings	\$ 17,229,674
Direct Earnings	\$ 13,449,898
Annual Sales Tax Revenue to County	\$ 128,146
Annual Sales Tax Revenue to Town	\$ 11,307
Average Annual PILOT Payment	\$ 304,995
Average Annual PILOT Payment to Town	\$ 50,967
Average Annual PILOT Cost	\$ (22,342)
Average Annual PILOT Cost to Town	\$ (3,733)
Average Annual Net Benefit to Town	\$ 7,573

- ♦ The Project supports 163 net new jobs in the town, with over \$17.2 million in associated earnings. These figures include net new jobs resulting from both on-site direct jobs and indirect/induced activity.
- ♦ The Applicant has negotiated terms of a proposed 15-year PILOT agreement with the Agency, where the applicant would pay an average of \$304,995 each year, of which nearly \$51,000 will be allocated to the Town.
- ♦ On an annual basis, the Project will support an estimated \$128,146 new sales tax revenue in Nassau County, of which \$11,307 will be allocated to the Town.
- ♦ The average annual net benefit to the Town will be \$9,187. In this case, this is the sum of the average annual PILOT cost to the Town and projected new sales tax revenue to the Town.
- ♦ Through negotiations with the Agency the Applicant could have access to a sales tax exemption valued at up to \$150,110. However, if we assume that the Project would not occur absent IDA benefits, this is not actually a "cost" to the state and county since no future revenue stream would exist without the exemption.

Table 2

Summary of Costs to Affected Jurisdictions

	State and County	
Sales Tax Exemption	\$	150,110

Source: Applicant, Camoin Associates

CAMOIN ASSOCIATES

ECONOMIC IMPACT ANALYSIS

The estimates of direct economic activity generated by facility operation and renovation spending as provided by the Applicant were used as the direct inputs for the economic impact model. Camoin Associates uses the input-output model designed by Lightcast (formerly Emsi) to calculate total economic impacts. Lightcast allows the analyst to input the amount of new direct economic activity (spending or jobs) occurring within the town and uses the direct inputs to estimate the spillover effects that the net new spending or jobs have as these new dollars circulate through the Town of Hempstead's economy. This is captured in the indirect and induced impacts and is commonly referred to as the "multiplier effect." See Attachment A for more information on economic impact analysis.

The Project would have economic impacts upon the Town of Hempstead as a result of Project operation, new permanent jobs, and renovation spending.

RENOVATION PHASE IMPACTS

The Applicant anticipates that private sector investment in the renovation of the Project would cost approximately \$3.0 million¹, of which 70%² would be sourced from within the town. This means that there will be approximately \$2.1 million in net new spending in the town associated with the renovation phase of the Project.

Table 3

Renovation Phase Spending - Town

Total Renovation Cost	\$	3,024,000
Percent Sourced from Town		70%
Net New Renovation Spending	\$	2,116,800

Source: Applicant, Camoin Associates

Based on \$2.1 million worth of net new direct spending associated with the renovation phase of the Project, Camoin Associates determined that there would be over \$2.7 million in total one-time renovation related spending supporting 10 jobs and an associated \$1.0 million in earnings over the renovation period throughout the town. Table 4 outlines the economic impacts of renovation.

Table 4

Town Economic Impact - Renovation Phase

	Jobs	Earnings	Sales
Direct	7 \$	799,505 \$	2,116,800
Indirect	1 \$	100,692 \$	312,214
Induced	2 \$	113,010 \$	292,083
Total	10 \$	1,013,207 \$	2,721,097

Source: Lightcast (formerly Emsi), Camoin Associates

¹ Includes project costs and provided by the Applicant in Part IV of the application, excluding legal fees.

² According to Lightcast (formerly Emsi), approximately 70% of demand by the construction industry is met within the town.

CAMOIN ASSOCIATES

IMPACTS OF ON-SITE EMPLOYMENT

While the tenants of the space has yet to be determined, the Applicant estimates that 110 new jobs will be on-site within three years following Project completion. The table below details the impact that these 110 jobs will have on the Town of Hempstead (Table 5).

Table 5

Town Economic Impact - On-Site Operations

	Jobs	Earnings	Sales
Direct	110 \$	13,449,898 \$	24,691,636
Indirect	31 \$	2,255,007 \$	5,679,193
Induced	22 \$	1,524,768 \$	3,899,901
Total	163 \$	17,229,674 \$	34,270,730

Source: Lightcast (formerly Emsi), Camoin Associates

CAMOIN ASSOCIATES

FISCAL IMPACT ANALYSIS

In addition to the economic impact of the Project on the local economies (outlined above), there would also be a fiscal impact in terms of annual property tax and sales tax generation. The following section of the analysis outlines the impact of the completion of the Project on the local taxing jurisdictions in terms of the cost and/or benefit to municipal budgets.

PAYMENT IN LIEU OF TAXES (PILOT)

The Applicant has applied to the Agency for a Payment In Lieu of Taxes (PILOT) agreement. The Applicant has proposed a 15-year payment schedule based on the current tax rate, taxable value, and assessed value of the Project. Based on the terms of the PILOT as proposed, Camoin Associates calculated the potential impact on the Town of Hempstead and other applicable jurisdictions.³

Table 6

Tax Payments with PILOT

Year	Total		Portion of Payment by Jurisdiction			
	PILOT Payments		Town	County	School District	Special Districts
1	\$ 275,550	\$	46,047	\$ 63,383	\$ 160,115	\$ 6,004
2	\$ 275,550	\$	46,047	\$ 63,383	\$ 160,115	\$ 6,004
3	\$ 275,550	\$	46,047	\$ 63,383	\$ 160,115	\$ 6,004
4	\$ 279,683	\$	46,738	\$ 64,334	\$ 162,517	\$ 6,094
5	\$ 283,878	\$	47,439	\$ 65,299	\$ 164,955	\$ 6,186
6	\$ 288,846	\$	48,269	\$ 66,442	\$ 167,841	\$ 6,294
7	\$ 293,900	\$	49,113	\$ 67,604	\$ 170,778	\$ 6,404
8	\$ 299,778	\$	50,096	\$ 68,957	\$ 174,194	\$ 6,532
9	\$ 305,774	\$	51,098	\$ 70,336	\$ 177,678	\$ 6,663
10	\$ 312,654	\$	52,247	\$ 71,918	\$ 181,676	\$ 6,813
11	\$ 319,689	\$	53,423	\$ 73,537	\$ 185,763	\$ 6,966
12	\$ 327,681	\$	54,759	\$ 75,375	\$ 190,407	\$ 7,140
13	\$ 335,874	\$	56,128	\$ 77,259	\$ 195,168	\$ 7,319
14	\$ 345,511	\$	57,738	\$ 79,476	\$ 200,768	\$ 7,529
15	\$ 355,002	\$	59,324	\$ 81,659	\$ 206,283	\$ 7,736
Total	\$ 4,574,920	\$	764,511	\$ 1,052,347	\$ 2,658,374	\$ 99,688
Average	\$ 304,995	\$	50,967	\$ 70,156	\$ 177,225	\$ 6,646

Source: Town of Hempstead IDA, Camoin Associates

³ It is assumed that the jurisdictions will continue to receive the same portion of the PILOT that they currently receive from the full tax bill.

CAMOIN ASSOCIATES

TAX POLICY COMPARISON

Without financial assistance from the Agency, Camoin Associates assumes the Applicant would not undertake the Project. Based on the current taxes applicable on the Site as provided by the Town of Hempstead IDA⁴ and an assumed annual increase to the tax rate of 2.00%⁵ (holding taxable value constant), Table 7 outlines the estimated tax payments made by the building owner without the Project.

Table 7

Tax Payments without Project

Year	Total Property Tax Payment		Portion of Payment by Jurisdiction			
	Without Project*		Town	County	School District	Special Districts
1	\$ 275,551	\$	46,047	\$ 63,384	\$ 160,116	\$ 6,004
2	\$ 281,062	\$	46,968	\$ 64,651	\$ 163,318	\$ 6,124
3	\$ 286,683	\$	47,907	\$ 65,944	\$ 166,585	\$ 6,247
4	\$ 292,417	\$	48,866	\$ 67,263	\$ 169,916	\$ 6,372
5	\$ 298,265	\$	49,843	\$ 68,609	\$ 173,315	\$ 6,499
6	\$ 304,231	\$	50,840	\$ 69,981	\$ 176,781	\$ 6,629
7	\$ 310,315	\$	51,857	\$ 71,380	\$ 180,317	\$ 6,762
8	\$ 316,521	\$	52,894	\$ 72,808	\$ 183,923	\$ 6,897
9	\$ 322,852	\$	53,952	\$ 74,264	\$ 187,601	\$ 7,035
10	\$ 329,309	\$	55,031	\$ 75,749	\$ 191,353	\$ 7,176
11	\$ 335,895	\$	56,131	\$ 77,264	\$ 195,180	\$ 7,319
12	\$ 342,613	\$	57,254	\$ 78,810	\$ 199,084	\$ 7,466
13	\$ 349,465	\$	58,399	\$ 80,386	\$ 203,066	\$ 7,615
14	\$ 356,455	\$	59,567	\$ 81,994	\$ 207,127	\$ 7,767
15	\$ 363,584	\$	60,758	\$ 83,633	\$ 211,270	\$ 7,923
Total	\$ 4,765,218	\$	796,312	\$ 1,096,120	\$ 2,768,951	\$ 103,834
Average	\$ 317,681	\$	53,087	\$ 73,075	\$ 184,597	\$ 6,922

Source: Town of Hempstead IDA, Camoin Associates

*Note: Assumes an average annual increase of 2.00%

⁴ In this case, certiorari taxes.

⁵ The tax rate is increased by 2.00% annually. Although inflation has fluctuated in recent years, using 2.00% for the purposes of comparing future otherwise applicable property tax payments without the Project to the proposed PILOT schedule provides a conservative estimate of the Project's benefit/cost to the town.

CAMOIN ASSOCIATES

Table 8 calculates the benefit to the affected taxing jurisdictions as the difference between the PILOT payments associated with the Project and the property tax payments without the Project. Approximately \$12,687 less in PILOT revenue will be received annually than property taxes that would be received without the Project. The total cost would be over \$190,000 over the 15-year period.

Table 8

Tax Policy Comparison (All Jurisdictions)

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 275,551	\$ 275,550	\$ (1)
2	\$ 281,062	\$ 275,550	\$ (5,512)
3	\$ 286,683	\$ 275,550	\$ (11,133)
4	\$ 292,417	\$ 279,683	\$ (12,734)
5	\$ 298,265	\$ 283,878	\$ (14,387)
6	\$ 304,231	\$ 288,846	\$ (15,385)
7	\$ 310,315	\$ 293,900	\$ (16,415)
8	\$ 316,521	\$ 299,778	\$ (16,743)
9	\$ 322,852	\$ 305,774	\$ (17,078)
10	\$ 329,309	\$ 312,654	\$ (16,655)
11	\$ 335,895	\$ 319,689	\$ (16,206)
12	\$ 342,613	\$ 327,681	\$ (14,932)
13	\$ 349,465	\$ 335,874	\$ (13,591)
14	\$ 356,455	\$ 345,511	\$ (10,944)
15	\$ 363,584	\$ 355,002	\$ (8,582)
Total	\$ 4,765,218	\$ 4,574,920	\$ (190,298)
Average	\$ 317,681	\$ 304,995	\$ (12,687)

Source: Town of Hempstead IDA, Camoin Associates

CAMOIN ASSOCIATES

TOWN

Table 9 calculates the benefit to the Town. The Town would receive approximately \$2,120 less in PILOT revenue annually than it would receive in property taxes without the Project. The total cost to the Town would be nearly \$32,000 over the 15-year period.

Table 9

Tax Policy Comparison for Town

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 47,447	\$ 46,047	\$ (1,400)
2	\$ 48,396	\$ 46,047	\$ (2,349)
3	\$ 49,363	\$ 46,047	\$ (3,316)
4	\$ 50,351	\$ 46,738	\$ (3,613)
5	\$ 51,358	\$ 47,439	\$ (3,919)
6	\$ 52,385	\$ 48,269	\$ (4,116)
7	\$ 53,433	\$ 49,113	\$ (4,319)
8	\$ 54,501	\$ 50,096	\$ (4,406)
9	\$ 55,591	\$ 51,098	\$ (4,494)
10	\$ 56,703	\$ 52,247	\$ (4,456)
11	\$ 57,837	\$ 53,423	\$ (4,414)
12	\$ 58,994	\$ 54,759	\$ (4,235)
13	\$ 60,174	\$ 56,128	\$ (4,046)
14	\$ 61,377	\$ 57,738	\$ (3,639)
15	\$ 62,605	\$ 59,324	\$ (3,281)
Total	\$ 820,514	\$ 764,511	\$ (56,002)
Average	\$ 54,701	\$ 50,967	\$ (3,733)

Source: Town of Hempstead IDA, Camoin Associates

CAMOIN ASSOCIATES

COUNTY

Table 10 calculates the benefit to the County. The County would receive approximately \$2,918 less in PILOT revenue annually than it would receive in property taxes without the Project. The total cost to the County would be nearly \$44,000 over the 15-year period.

Table 10

Tax Policy Comparison for County

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 63,384	\$ 63,383	\$ (0)
2	\$ 64,651	\$ 63,383	\$ (1,268)
3	\$ 65,944	\$ 63,383	\$ (2,561)
4	\$ 67,263	\$ 64,334	\$ (2,929)
5	\$ 68,609	\$ 65,299	\$ (3,309)
6	\$ 69,981	\$ 66,442	\$ (3,539)
7	\$ 71,380	\$ 67,604	\$ (3,776)
8	\$ 72,808	\$ 68,957	\$ (3,851)
9	\$ 74,264	\$ 70,336	\$ (3,928)
10	\$ 75,749	\$ 71,918	\$ (3,831)
11	\$ 77,264	\$ 73,537	\$ (3,728)
12	\$ 78,810	\$ 75,375	\$ (3,435)
13	\$ 80,386	\$ 77,259	\$ (3,126)
14	\$ 81,994	\$ 79,476	\$ (2,517)
15	\$ 83,633	\$ 81,659	\$ (1,974)
Total	\$ 1,096,120	\$ 1,052,347	\$ (43,773)
Average	\$ 73,075	\$ 70,156	\$ (2,918)

Source: Town of Hempstead IDA, Camoin Associates

CAMOIN ASSOCIATES

SCHOOL DISTRICT

Table 11 calculates the benefit to the school district. The school district would receive approximately \$7,372 less in PILOT revenue annually than it would receive in property taxes without the Project. The total cost to the school district would be nearly \$111,000 over the 15-year period.

Table 11

Tax Policy Comparison for School District

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 160,116	\$ 160,115	\$ (1)
2	\$ 163,318	\$ 160,115	\$ (3,203)
3	\$ 166,585	\$ 160,115	\$ (6,469)
4	\$ 169,916	\$ 162,517	\$ (7,399)
5	\$ 173,315	\$ 164,955	\$ (8,360)
6	\$ 176,781	\$ 167,841	\$ (8,940)
7	\$ 180,317	\$ 170,778	\$ (9,538)
8	\$ 183,923	\$ 174,194	\$ (9,729)
9	\$ 187,601	\$ 177,678	\$ (9,924)
10	\$ 191,353	\$ 181,676	\$ (9,678)
11	\$ 195,180	\$ 185,763	\$ (9,417)
12	\$ 199,084	\$ 190,407	\$ (8,677)
13	\$ 203,066	\$ 195,168	\$ (7,898)
14	\$ 207,127	\$ 200,768	\$ (6,359)
15	\$ 211,270	\$ 206,283	\$ (4,987)
Total	\$ 2,768,951	\$ 2,658,374	\$ (110,577)
Average	\$ 184,597	\$ 177,225	\$ (7,372)

Source: Town of Hempstead IDA, Camoin Associates

CAMOIN ASSOCIATES

SPECIAL DISTRICTS

Table 12 calculates the benefit to the special districts. The special districts would receive approximately \$276 less in PILOT revenue annually than it would receive in property taxes without the Project. The total cost to the special districts would be over \$4,000 over the 15-year period.

Table 12

Tax Policy Comparison for Special Districts

Year	Property Tax Payment Without Project	PILOT Payment	Benefit (Cost) of Project
1	\$ 6,004	\$ 6,004	\$ (0)
2	\$ 6,124	\$ 6,004	\$ (120)
3	\$ 6,247	\$ 6,004	\$ (243)
4	\$ 6,372	\$ 6,094	\$ (277)
5	\$ 6,499	\$ 6,186	\$ (313)
6	\$ 6,629	\$ 6,294	\$ (335)
7	\$ 6,762	\$ 6,404	\$ (358)
8	\$ 6,897	\$ 6,532	\$ (365)
9	\$ 7,035	\$ 6,663	\$ (372)
10	\$ 7,176	\$ 6,813	\$ (363)
11	\$ 7,319	\$ 6,966	\$ (353)
12	\$ 7,466	\$ 7,140	\$ (325)
13	\$ 7,615	\$ 7,319	\$ (296)
14	\$ 7,767	\$ 7,529	\$ (238)
15	\$ 7,923	\$ 7,736	\$ (187)
Total	\$ 103,834	\$ 99,688	\$ (4,147)
Average	\$ 6,922	\$ 6,646	\$ (276)

Source: Town of Hempstead IDA, Camoin Associates

CAMOIN ASSOCIATES

OTHER EXEMPTIONS

There are additional benefits to working with the Agency including a one-time sales tax exemption on construction materials and furniture, fixtures, and equipment. Tax exemptions are for the state and county taxes and are not applicable to the town and village.

Table 13

Summary of Costs to Affected Jurisdictions

	State and County	
Sales Tax Exemption	\$	150,110

Source: Applicant, Camoin Associates

The additional incentives offered by the Agency will benefit the Applicant but will not negatively affect the taxing jurisdictions because, without the Project, the Town by definition would not be receiving any associated sales tax or mortgage tax revenue.

SALES TAX REVENUE**SALES TAX REVENUE – RENOVATION PHASE**

The one-time renovation phase earnings described by the total economic impact of the renovation work (described in the above section) would lead to additional sales tax revenue for the Town. It is assumed that 70%⁶ of the renovation phase earnings would be spent within the county and that 25% of those purchases would be taxable.

Table 14

One-Time Sales Tax Revenue, Renovation Phase

Total New Earnings	\$	1,013,207
Amount Spent in County (70%)	\$	709,245
Amount Taxable (25%)	\$	177,311
Nassau County Sales Tax Revenue (4.25%)	\$	7,536
New Town Sales Tax Revenue Portion*		0.375%
New Town Sales Tax Revenue	\$	665

Source: Town of Hempstead IDA, Camoin Associates

***Note:** Nassau County's sales tax rate is 4.25%, of which 0.75% is allocated to the towns and cities within the county. For this analysis we assume half of the 0.75% is allocated to the Town of Hempstead.

⁶ According to Lightcast (formerly Emsi), 70% demand for industries in a typical household spending basket is met within Nassau County.

CAMOIN ASSOCIATES

SALES TAX REVENUE – EMPLOYEE EARNINGS

The earnings generated by on-site jobs that will occur as a result of building operation at the Project (described under Impacts of On-Site Employment) would lead to additional annual sales tax revenue for the town. It is assumed that 70% of the earnings would be spent within Nassau County and that 25% of those purchases will be taxable. Table 15 displays the annual tax revenue that the Town will receive.

Table 15

Annual Sales Tax Revenue, On-Site Operations

Total New Earnings	\$	17,229,674
Amount Spent in County (70%)	\$	12,060,771
Amount Taxable (25%)	\$	3,015,193
Nassau County Sales Tax Revenue (4.25%)	\$	128,146
New Town Sales Tax Revenue Portion*		0.375%
New Town Tax Revenue	\$	11,307

Source: Town of Hempstead IDA, Camoin Associates

***Note:** Nassau County's sales tax rate is 4.25%, of which 0.75% is allocated to the towns and cities within the county. For this analysis we assume half of the 0.75% is allocated to the Town of Hempstead.

CAMOIN ASSOCIATES

ATTACHMENT A: WHAT IS ECONOMIC IMPACT ANALYSIS?

The purpose of conducting an economic impact study is to ascertain the total cumulative changes in employment, earnings and output in a given economy due to some initial “change in final demand”. To understand the meaning of “change in final demand”, consider the installation of a new widget manufacturer in Anytown, USA. The widget manufacturer sells \$1 million worth of its widgets per year exclusively to consumers in Canada. Therefore, the annual change in final demand in the United States is \$1 million because dollars are flowing in from outside the United States and are therefore “new” dollars in the economy.

This change in final demand translates into the first round of buying and selling that occurs in an economy. For example, the widget manufacturer must buy its inputs of production (electricity, steel, etc.), must lease or purchase property and pay its workers. This first round is commonly referred to as the “Direct Effects” of the change in final demand and is the basis of additional rounds of buying and selling described below.

To continue this example, the widget manufacturer’s vendors (the supplier of electricity and the supplier of steel) will enjoy additional output (i.e. sales) that will sustain their businesses and cause them to make additional purchases in the economy. The steel producer will need more pig iron and the electric company will purchase additional power from generation entities. In this second round, some of those additional purchases will be made in the US economy and some will “leak out”. What remains will cause a third round (with leakage) and a fourth (and so on) in ever-diminishing rounds of industry-to-industry purchases. Finally, the widget manufacturer has employees who will naturally spend their wages. Again, those wages spent will either be for local goods and services or will “leak” out of the economy. The purchases of local goods and services will then stimulate other local economic activity. Together, these effects are referred to as the “Indirect Effects” of the change in final demand.

Therefore, the total economic impact resulting from the new widget manufacturer is the initial \$1 million of new money (i.e. Direct Effects) flowing in the US economy, plus the Indirect Effects. The ratio of Total Effects to Direct Effects is called the “multiplier effect” and is often reported as a dollar-of-impact per dollar-of-change. Therefore, a multiplier of 2.4 means that for every dollar (\$1) of change in final demand, an additional \$1.40 of indirect economic activity occurs for a total of \$2.40.

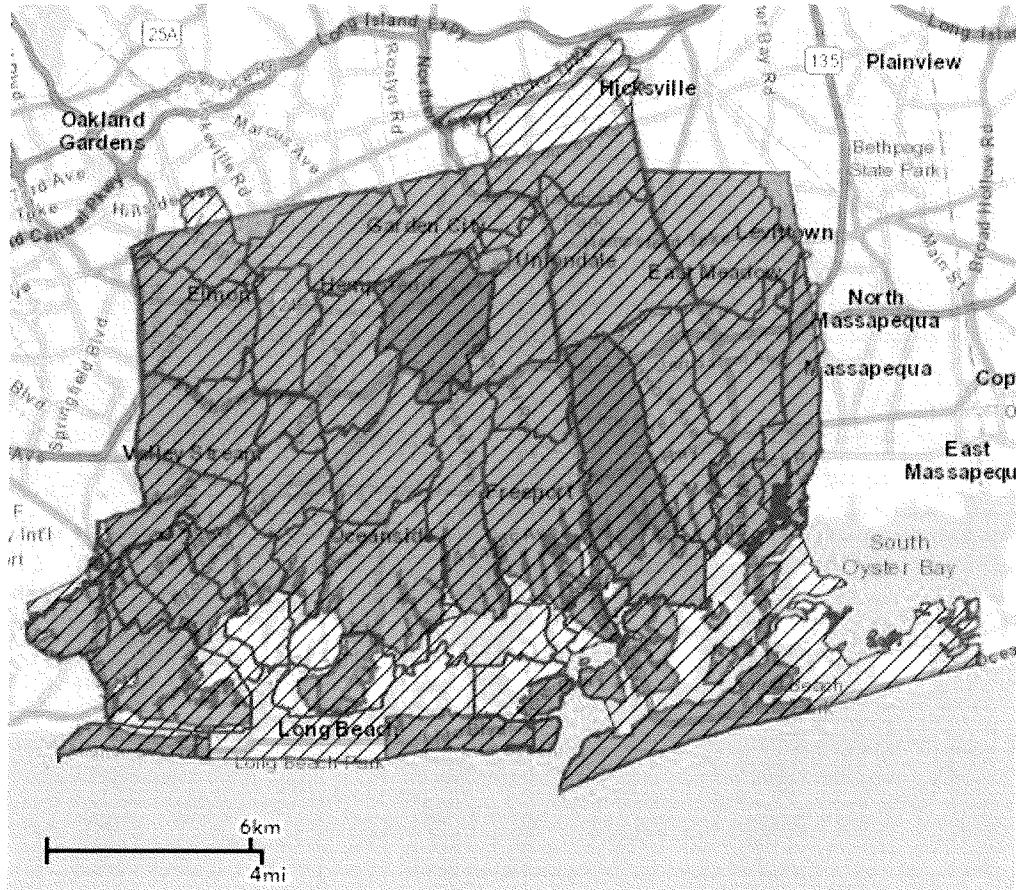
Key information for the reader to retain is that this type of analysis requires rigorous and careful consideration of the geography selected (i.e. how the “local economy” is defined) and the implications of the geography on the computation of the change in final demand. If this analysis wanted to consider the impact of the widget manufacturer on the entire North American continent, it would have to conclude that the change in final demand is zero and therefore the economic impact is zero. This is because the \$1 million of widgets being purchased by Canadians is not causing total North American demand to increase by \$1 million. Presumably, those Canadian purchasers will have \$1 million less to spend on other items and the effects of additional widget production will be cancelled out by a commensurate reduction in the purchases of other goods and services.

Changes in final demand, and therefore Direct Effects, can occur in a number of circumstances. The above example is easiest to understand: the effect of a manufacturer producing locally but selling globally. If, however, 100% of domestic demand for a good is being met by foreign suppliers (say, DVD players being imported into the US from Korea and Japan), locating a manufacturer of DVD players in the US will cause a change in final demand because all of those dollars currently leaving the US economy will instead remain. A situation can be envisioned whereby a producer is serving both local and foreign demand, and an impact analysis would have to be careful in calculating how many “new” dollars the producer would be causing to occur domestically.

CAMOIN ASSOCIATES

ATTACHMENT B: STUDY AREAS

Town of Hempstead (Green) and Zip Code Region (Red outline with dashes)



Leading action to grow your economy

Camoin Associates
PO Box 3547
Saratoga Springs, NY 12866
518.899.2608
www.camoinassociates.com
@camoinassociate



November 18, 2022

Via email AEames@tohmail.org

Attn: Arlyn Eames, Deputy Financial Officer
Town of Hempstead Industrial Development Agency
350 Front Street
Hempstead, New York 11550

Re: IDA Approval of Tenant Sublease
Valley Stream Green Acres LLC 2015 Facility
2034 Green Acres Road South, Valley Stream, NY 11581

Dear Ms. Eames:

In accordance with instructions from Daniel J. Baker of Greenberg Traurig LLP, attached please find sent directly to you a copy of the tenant sublease for your approval in accordance with Section 9.3 of the Lease Agreement dated May 1, 2015 for the above referenced location ("Valley Stream Green Acres Lease") related to the following:

- **Size of Premises:** 1,309 square feet
- **Tenant:** Brooklyn Vistasite Eyecare, Inc.
- **Address:** 1088 Green Acres Rd S, Valley Stream, NY 11581
- **Estimated employees:** 6
- **Estimated average salaries:** \$50,000

Also enclosed is a chart regarding the corresponding tenant sublease provisions compared to the provisions listed in Exhibit G of the Valley Stream Green Acres Lease as indicated in Nancy Rendos' 7/15/15 memo to you.

Please note, there is no NDA requested in connection with this Lease

Please confirm your approval of the lease and execution of the resolution by the TOHIDA approving the lease by a reply email to me so I may proceed with execution of the tenant sublease as soon as possible. If you have any questions in the meantime, please do not hesitate to contact me at 309-738-6955.

Sincerely,

/s/ Lyndsey R. Fuller

cc: Daniel J. Baker, Certilman et al., via email (dbaker@certilmanbalin.com)
Edie Longo, elongo@tohmail.org (with copy of all attachments)
Terance Walsh, Nixon Peabody, via email twalsh@nixonpeabody.com (with copy of all attachments)
Roz Doran, Nixon Peabody, via email rdoran@nixonpeabody.com (with a copy of all attachments)
Beth Wood, Nixon Peabody, via email ewood@nixonpeabody.com (with a copy of all attachments)
Emma Feary, Nixon Peabody, via email efeary@nixonpeabody.com (with a copy of all attachments)
Nancy Rendos (via email nancy.rendos@macerich.com)
Joe Floccari (via email joe.floccari@macerich.com)

Daniel J. Baker
Tel 516.629.9610
Fax 516.706.8666
Dan.Baker@gtlaw.com

December 9, 2022

VIA EMAIL

Michael Lodato, Deputy Executive Director
Town of Hempstead Industrial Development Agency
350 Front Street
Hempstead, NY 11550

Re: *Valley Stream Green Acres LLC & Green Acres Adjacent LLC*

Dear Michael:

I am writing on behalf of Valley Stream Green Acres LLC & Green Acres Adjacent LLC with regard to a request for consent by the IDA Board to a proposed refinance of the subject properties (Green Acres Mall & Green Acres Commons). The terms of the refinance are as follows:

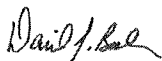
Loan Terms:

- Loan Amount: \$370MM (total amount covers both properties)
- Term: 5 years
- Interest Rate: a fixed annual rate equal to (i) the 5-year overnight indexed swap rate (the yield on the executable offer swap rate of the 5-year overnight indexed swap based on daily SOFR, the "Index" plus (ii) 2.10%.
- Original loan amount: \$305,000,000 (GAM) and \$130,000,000 (GAC)
- Maturity Date: GAM 2/03/23, GAC 3/29/23

I have attached the proposed mortgage along with the executed Term Sheet. In addition, the Lender has requested an estoppel for each set of IDA documents, which draft estoppels are also attached. We are requesting that this matter be heard by the Board at its December meeting and that the mortgage and estoppels be consented to and signed off by the IDA so as to close with the lender as soon thereafter as possible. Please note that the Companies are not seeking mortgage recording tax exemption with respect to recording the new mortgage.

Please let me know if any questions or comments. Thank you.

Very truly yours,



Daniel J. Baker
Shareholder

Enclosures

CEO's REPORT

December 20, 2022

**Indicates new proposal not included in prior reports*

ACTIVE PROJECTS:

MRCT Investments - This proposed \$50 million Mill Creek Residential project in West Hempstead will have 150 units. The company received a 20-year PILOT and was induced at our January 2022 meeting. Contacts: Russell Tepper, Managing Director © 908 770-2144, Nick Halstead © 917 846-3594, Elisabetta Coschignano, Esq. (228-1300), Nicholas Cappadore (Sahn, Ward, Coschignano) 228-1300.

Parabit Systems- an existing beneficiary of IDA benefits has purchased additional property abutting its situs in Roosevelt, 33-35 Debevoise Avenue. The new project will include a 10,000 square foot expansion of the existing facility (structure) and will be a 6,000 square foot net increase as 4,000 square feet of the existing building will have to be demolished. Parabit purchased property for \$145,000. Land use authorization (variances, etc.) as well as Town Board Approval must be completed prior to closing with IDA. The company currently employs eighty-five (85) workers and expects to add ten (10) in the first year. Parabit manufactures ATM devices and Kiosks. They seek a Pilot (15 years), sales tax exemption and mortgage recording tax exemption. This project was induced at the January 2022 meeting for an additional 11 year PILOT. An Authorizing Resolution was approved at our February meeting. The company is awaiting permits from the building department. Contacts: Richard Kick, VP Operations cell (516-519-1085) Dan Baker, Esq. of Certilman Balin.

Aloft-Red Roof Inn, Westbury- This situs and building therein is a former project that received IDA benefits when it was developed three decades ago as a hotel. The property is located at 699 Dibblee Drive, Westbury. In recent decades some of the building houses tenants through section 8 vouchers. The 163 units are 80% occupied. Beachwood Homes recently purchased the property and seeks to convert the existing use to either upper and short term occupants or college housing. The extensive renovations to the project would be \$5 to \$10 million. Contacts: Steve Dubb or Edward Pleber (935-5555) Anthony Guadino, Esq. of Farrell Fritz, P.C. (631-367-0716).

The Meadowwood Properties – Developer seeks to construct twenty (20) units of residential rental housing on property located on Newbridge Road in East Meadow which had been owned by St. Raphael's Church. The two buildings will be for fifty-five (55) and older. The current taxes on the undeveloped land are \$20,000. Project costs are approximately \$5.8 million. Contact: James Neisloss (917 -838-4664), Negus, Esq. of McLaughlin & Stern, LLP (516-467-5431). Dan Deegan, Esq.

283-287 Fulton Avenue, LLC – The property is located on the intersection of Fulton Avenue & Front Street, Hempstead. The building has three floors. The first floor has 4,200 square feet, the second & third 3,100 square feet each. The developer seeks to round off the second & third floors to 4,200 square feet to match the first floor. Project costs are projected to be ten million dollars. The renovation would convert the current office space to ten units of two bedroom apartments. The retail space on the ground floor would remain as the situs of the property abuts the Terrace Avenue Poverty Census Tract and, therefore, qualifies for the exemption for retail. The developers are awaiting final approval from the village which has been delayed due to the Covid-19 and the death of one of the developers. The project is moving forward. Taxes are currently \$65,000. Contacts: Michael Mitchell (816-8994). Attorney: Dan Baker, Esq.

MCRT – The developer seeks to build 250 units of mixed fifty-five and over middle income apartments on 4.57 acre site on Atlantic Avenue in Oceanside. Project remains in early stages. Contacts: Elisabetta Coschignano, Esq., 47 Broadway, Wilbur Breslin, Pres.

111 Hempstead Turnpike LLC (Heatherwood) - The proposed project located at 111 Hempstead Turnpike in West Hempstead seeks to demolish an existing 300,000 square foot abandoned building and construct a 488,819 square foot structure on the 9.43 acre site located at 111 Hempstead Turnpike. The proposal will include 5,143 square feet of retail space and the construction of 428 apartment units in two three story buildings and one four story structure. There will be (7) full-time employees. The company has met with all the civic groups in the area and local officials. Heatherwood has obtained a change of zone from the town board. Total project costs are approximately \$180 million. Contacts: Dan Deegan, Esq. & Chris Capece. A Public Hearing was held on 9/28/21. This project received an Authorizing Resolution at our September 22nd 2021 Board Meeting an Authorization Resolution will need to be adopted. We are still awaiting a site plan and closing date.

Prosperity Avenue Holding: The developer seeks to renovate the single story structure located at 585 Commercial Avenue, Garden City for use of an auto repair and collision center which specializes in state of the art repair methods for automobiles to include vocational and related training for patented procedure. The proposed structure is 11,900 square feet of which 1272 square feet will be utilized for classroom training, back office support and business processing. Total project costs are \$7 million in addition to the construction jobs to be created; thirty (30) full time positions should be created in the third year. This project was induced on November 23, 2020. A hearing was held on April 25, 2022, and no one appeared in opposition. An Authorizing Resolution was adopted on May 19, 2022. We are awaiting a closing date. Contact Paul Wilson- Project Closed August 2022

Empire Offshore Wind, LLC – The Company seeks to construct a renewable wind project including a five acre substation in Oceanside consisting of 6.65 acres (existing buildings to be removed). This environmentally positive project will reduce fossil fuel reliance and upgrade the local power grid. Project costs are \$221.8 million. Developer seeks a 31-year PILOT, sales tax exemption and mortgage tax exemption. It's very preliminary. No action will take place without the input and approval of local districts, schools, villages, town is secured. Contact: Jonathan Forte 713 897-9980

PGD Baldwin Commons, LLC - Park Grove Realty working with the CDC of Long Island and (Community Development Corporation of Long Island) seeks to construct thirty-three (33) units of work force housing on the specially zoned site at the northwest corner of Grand Avenue & Merrick Road in Baldwin. The \$3 million project would have twenty-seven (27) one unit dwellings and six (6) two bedroom units. The project would add one full-time employee. This project was induced at the IDA October Board Meeting with 20-year PILOT Agreement with a 10 year optional extension if in compliance, Sales Tax Exemption, and MRT Exemption. Approval by NYS HCR has delayed the project, but recent discussions between the developer and the HCR are positive. The project was re-induced at our February meeting. Contact: Gwen O'Shea, CEO, CDA of LI (631) 471-1215 x 175.

Ocean Avenue Marina, Inc. – The developer intends to demolish the existing catering hall and construct two buildings at 50 & 80 Waterfront Blvd., Island Park. The new apartment complex will be four stories, 135,406 square feet, housing 117 units (74 one bedroom units and 43 two bedroom units). The first floor will provide 196 parking spaces with the remaining three floors providing the aforementioned rental units. Project costs are \$41.143 million. The developer seeks a 20 year PILOT, Sales Tax Exemption and Mortgage Recording Tax Exemption. Contact: Peter Curry, Esq., Dylan Vitale, owner. This project vote failed on a Due Diligence Resolution at our September Board Meeting and received a Due Diligence Resolution at the Board's 2021 October Meeting.

NBD Holdings – The \$42 million project to construct a 100 room hotel (44 double, 54 single, 2 suites) on the site of the old Schooner Inn at the end of The Nautical Mile in Freeport. The 89,836 square foot proposal will include a 2,893 square foot restaurant and a roof topped 3,184 square feet for entertaining including a cigar bar. A floating dock of 2,400 square feet is part of the amenities. It is anticipated that fifty to eighty jobs will be created. This project was induced at our January Board Meeting. A public hearing was held February 16, 2022. The benefits include Sales Tax Exemption and Mortgage Recording Tax Exemption with a 20 year PILOT. We had a Public Hearing February 15, 2022. An Authorizing Resolution was adopted on February 24, 2022. The project closed on October 8th. Contact: Dan Deegan, Esq.

Estella Housing, LLC: The developer seeks to construct ninety six units of affordable housing (42 studios, 34 one bedroom, 19 two bedroom and a Superintendent's unit) at 176 Main Street, Hempstead. and a main commercial parking lot. The \$50 Million project is to be built on the Village's Downtown overlay zone. This project was induced at our January 31, 2022 meeting with benefits that include Sales Tax Exemption and Mortgage Recording Tax Exemption with a 30 year PILOT. We are awaiting a closing date.

Inwood Property Development: The applicant seeks to build a forty unit, 52582 square foot building of 20 one bedroom, 15 two bedroom and 12 three bedroom and one studio. The \$22 million dollar project will include 25% affordable units. This project was induced on January 31, 2022 with benefits that included Sales Tax Exemption, Mortgage Recording Tax Exemption and a 20 year PILOT. We are awaiting a closing date.

Carman Place Apartments, LLC (Commercial Portion) – The applicant seeks to demolish an existing 15,573 square foot building and construct two-residential buildings with a total of 228 rental units plus 22,6000 square feet of commercial space on Main Street and Bedell Street in the Village of Hempstead. This project will be constructed on a total of 2.54 acres. The project will also include a total of 296 parking spaces, 228 for residential and 68 spaces for retail of which 42 will be metered on-street parking. This project may seek to use Tax Exempt Bonds for a portion of this transaction. An Authorizing Resolution was passed on March 24, 2022 for Sales Tax Exemption, Mortgage Recording Tax Exemption and a 20 year PILOT. There is opposition on the part of the town there for Contact: Dan Deegan, Esq. (516) 248-1700.

Carman Place Apartments LLC (Residential Portion) - The applicant seeks to demolish an existing 15,573 square foot building and construct two resident buildings with a total of 228 rental units on Main Street and Bedell Street in the Village of Hempstead. The residential building will consist of 30 studio apartments, 140 on-bedroom, and 57 two-bedroom apartments. These apartments will be 100% workforce housing, income-restricted. This project will also include 228 parking spaces for residential and 68 spaces for retail of which 42 will be metered on-street parking. This project may also seek to use Tax Exempt Bonds for a portion of this transaction. An Authorizing Resolution was passed on March 24, 2022 for Sales Tax Exemption, Mortgage Recording Tax Exemption and a 30 year PILOT. We are awaiting approval from the Supervisor. Contact: Dan Deegan, Esq. (516) 248-1700

Sunrise of Oceanside NY Propco, LLC – The developers seek to transform the vacant property of 374 Atlantic Avenue, Oceanside into an 84 unit assisted living facility. The site will be 77,433 square feet of living space with 34 one bedroom units and 50 two bedroom units. There will be 52 on-site parking spaces. The project will include assisted living, memory care, and hospice care as well. Amenities include a spa, beauty salon, exercise room, entertainment area with bistro and dining room. Total costs are approximately \$48.395 million. Fifty-five full time jobs are expected to be added by the beginning of year. The developer seeks a fifteen (15) year PILOT, sales tax exemption and mortgage recording tax exemption. The Public Hearing has been scheduled for September 28th. The project has been approved by the BZA an authorizing resolution was adopted 10/25/22. Contact: Andrew Coello & Elizabetta Coschignano.

Rock 50, LLC – The applicant seeks to convert the former Rockville Center Roman Catholic Diocese officer at the subject site of 50 North Park Avenue, Rockville Centre to a class A commercial Office Building. The 60,000 square foot building will be upgraded with the existing exterior extensively renovated. Total costs are approximately \$19.1 million. Two hundred twenty-three (223) new full time positions are expected to be added by the second year. The applicant seeks a twenty year PILOT, Sales tax exemption and mortgage recording tax exemption. This property was induced at the January 22, 2022 Board Meeting, A subsequent hearing was held on February 22, 2022. An authorizing resolution was adopted 11/16/2022. This property is prepared to close. Contacts: Dan Baker Esq., Joshua Levine.

Baldwin Jaz, LLC - The proposed project seeks to redevelop the properties located at 2253 Grand Avenue & 2292 Harrison Avenue in Baldwin The property was previously used as a car lot will be turned into a multiple family transit oriented site. The project would include 215 residential units (47 studios, 132 one-

bedrooms and 36 two-bedroom units) on a 74,488 square foot site. Project will include a ground floor restaurant and retail space (5000 square feet) with 251 on-site parking spaces. Project costs are estimated to be \$106.1 million with 8.5 full time job equivalents added. The developer seeks a 30-year PILOT, sales tax exemption and mortgage recording tax waiver. This project was induced 9/20/22 Contacts: Elizabetta Coschignano & Kenneth Breslin.

159 Hanse Development – The applicant seeks to purchase and rehabilitate an existing 67,307 square foot industrial building located on a 2.3-acre plot in Freeport. The structure will be renovated with energy efficient equipment for the business that distributes high quality organic and natural dairy products. Project costs are \$10 million. It is expected that there will be 100 full-time employees by the end of the second year. The applicant seeks a 15-year PILOT, sales tax waiver and mortgage recording tax exemption. An authorizing resolution was adopted on 11/16/2022. This project should close in the new year Contacts: Dan Deegan, Esq. & John Gordon, Esq, Owner/Developer Oscar Molatti.

INACTIVE PROJECTS: None

2023 IDA Meeting Schedule

All Board meetings will meet on **Tuesdays at 9:00 a.m.**
in the **Old Courtroom, 350 Front Street, 2nd floor,**
unless another designation is made.

January 24	February 28	March 21
April 18	May 23	June 20
July 18	August 22	September 19
October 24	November 21	December 19

Adopted:

Resolution: 058-2022

Ayes:

Nays:

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

UNIFORM TAX EXEMPTION POLICY AND GUIDELINES

Pursuant to the authority vested in it by Section 874(4)(a) of Title One of Article 18-A of the General Municipal Law of the State of New York, the Town of Hempstead Industrial Development Agency (HIDA) may provide financial assistance to qualified applicants for qualified projects in the form of issuance of its tax-exempt or taxable bonds or by participating in straight lease transactions.

HIDA has adopted this Uniform Tax Exemption Policy to provide guidelines for the claiming of real property, sales and use tax and mortgage recording tax abatements.

I. A. Real Property Taxes:

HIDA general policy is to grant applicants real property tax abatements for projects involving the purchase and renovation of existing buildings and the construction of new facilities. This program provides for a ten-year period phase-in on the real property taxes. The purchase price in an arms-length transaction can be used to determine the fair market value and assessed value of the property. The phase in will apply to the increased assessment/taxes resulting from the renovation of existing buildings or new construction. HIDA's general policy is to consider freezing the first three years of the taxes at an amount usually based on the current taxes as it, in its sole discretion determines considering the factors listed in Paragraph B, hereof, not one of which is determinative, provided, however that a determination to freeze or fix the assessed value/taxes shall not be considered a deviation from HIDA's uniform tax exemption policy. In addition; it is the general policy of HIDA, that it may grant full or partial tax exemptions for a period up to fifteen years, on a case- by-case basis for (I) manufacturing facilities; (II) senior housing, affordable housing, health care/assisted living facilities; (III) vacant facilities or facilities which HIDA, in its discretion, determines to be in an area of economic distress or having higher than average unemployment or similar circumstances; or (IV) facilities that will create or retain a significant number of full time jobs; or (v) qualifying retail facilities.* A determination by HIDA to grant such exemptions shall not be considered a deviation from policy.

*Retail facilities may be permitted if less than one-third of the total project cost is used for retail sales or services, or meets one of the exceptions, i.e.; a tourism destination, located in a highly distressed area or provide goods or services not otherwise readily available to the residents of the Town.

In determining payments under a payment in lieu of tax ("PILOT") agreement, HIDA will, in consultation with the Nassau County Assessor's Office, through the use of tax roll rates, the Town of Hempstead Office of Receiver of Taxes, and any Village within which the project is located, determine appropriate fixed dollar amounts for PILOT payments under the PILOT Agreement for each tax year that the PILOT Agreement is in effect, as well as the proportionate allocation of such payments amount the taxing jurisdiction.

For Urban Renewal Plans and/or Overlay Zones, the PILOT Agreement may set flat PILOT payments per unit, per year for a term of up to 10 to 15 years, or in the case of such facilities financed with tax-exempt bonds, for the term of the tax-exempt bonds.

Assisted living facilities may be granted a PILOT Agreement for a term of up to 10 to 15 years with fixed PILOT Payments to be determined by the Agency in its sole discretion. However, in the event the Assisted Living Facility is financed by tax exempt bonds, the PILOT Agreement may run concurrently with the term of the bond financing.

Senior living facilities may be granted a PILOT Agreement for a term of up to 10 to 15 years with fixed PILOT Payments to be determined by the Agency in its sole discretion. However, in the event the Senior Living Facility is financed by tax exempt bonds, the PILOT Agreement may run concurrently with the term of the bond financing.

Affordable housing projects may be granted a PILOT for a term of up to 10 to 15 years, which is calculated using a "10% Shelter Rent calculation", whereby the Applicant provides HIDA with figures equal to 10% of the annual total revenues minus the total utilities of the affordable housing project in the application, and thereafter on an annual basis.

In the event an affordable housing project is financed by tax-exempt bonds or 9% Low Income Housing Tax Credits or the project is subject to a recorded Regulatory Agreement recorded by a Municipality or a governmental entity restricting the income levels of the residents of the housing project and the amount of rent payable by the residents, the PILOT Agreement may, at the sole discretion of the Agency, run concurrently with the term of the bond financing or the term of the Regulatory Agreement or such period as may be required by a

state or federal housing agency or authority that is also providing financing or benefits to such project or such lesser period as the Agency shall determine.

Market Rate Housing Projects may be granted a PILOT for a term of 10 to 15 years, and be required to include a minimum of 10% affordable units and 10% workforce units to be maintained as such for the life of the Lease and Project Agreement. Each of the "affordable" units shall rent at a reduced rate to tenants with an annual income at or below 80% of the median income for the Nassau-Suffolk primary metropolitan statistical area as defined by the Federal Department of Housing and Urban Development. Each of the "workforce" units shall rent at a reduced rent to tenants with an annual income at or below 120% of the median income for the Nassau-Suffolk primary metropolitan statistical area as defined by the Federal Department of Housing and Urban Development.

Market Rate Housing Projects project shall provide the Agency with the number of affordable units and workforce units on a yearly basis as part of the Agency's Annual Compliance, attested to under penalty of perjury by signed affidavit.

Market Rate Housing Projects may receive additional years in a PILOT Agreement if they are located in a highly distressed or blighted area, a block grant area, a local development zone, an opportunity zone, or a transit-oriented zone.

Approval of all housing projects will be at the sole discretion of the Agency's Board Members. All project applicants for Market Rate Housing Projects, Senior Housing Living Facilities, Assisted Living Facilities and Affordable Housing Projects must submit a feasibility study to the Agency demonstrating the need for the project, other existing or planned housing projects, the impact on the local taxing jurisdictions, the impact on the local school district and the expected number of children, if any, who are likely to attend the local school district, and demonstrating that the housing project complies with the Act.

B. Deviations:

In addition to, or in lieu of, the aforesaid abatement policy HIDA can determine, on a case-by-case basis, to deviate from the guidelines described above or provide enhanced benefits for a project whose scope, size or potential is expected to have a major impact for the Town of Hempstead. Enhanced benefits may exceed fifteen years, as HIDA deems appropriate. The decision of HIDA to grant or deny any such deviation shall be within the sole discretion of HIDA.

HIDA may consider any or all of the following factors in making such determination, no single one of which is determinative:

- The nature of the proposed project (i.e. manufacturing, commercial, civic, retail).
- The nature of the property before the project begins (i.e. vacant land, vacant buildings, brownfield sites, etc.).
- The economic condition of the area at the time of the application and positive economic effect that the project will have on the area.
- The extent to which a project will create or retain permanent, private sector jobs and the number of jobs to be created or retained and the salary ranges of such jobs.
- The estimated value of tax exemptions to be provided.
- The economic impact of the project and the proposed tax exemptions on affected tax jurisdictions.
- The impact of the proposed project on existing and proposed businesses and economic development projects in the vicinity.
- The amount of private sector investment generated or likely to be generated by the proposed project.
- The likelihood of accomplishing the proposed project in a timely fashion.
- The effect of the proposed project upon the environment and the surrounding area.
- The extent to which the project will utilize to the fullest extent practicable and economically feasible, resource conservation, energy efficiency, green technologies, and alternative and renewable energy measures.
- The extent to which the proposed project will require the provision of additional services, including, but not limited to, educational, transportation, police, emergency medical or fire services.
- The extent to which the proposed project will provide additional sources of revenue or taxes for the State, County, Town, municipalities and school districts in which the project is located.
- The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the municipality in which the project is located.
- The number of construction jobs to be created during the construction or renovation of the project and whether the project applicant will pay prevailing wages on such construction jobs.

II. **Sales Taxes:**

Purchase of construction related equipment (by applicant) or rental or lease of construction related equipment (by applicants or contractors and subcontractors), purchases of construction and building material and purchase, rental or lease of project related equipment, furnishings and other items of personal property are made as agent for HIDA, and are, therefore, afforded full exemption from New York State sales and use tax. Operating expenses of the projects are not to be incurred as agent of HIDA and no sales tax exemption is provided therefore. Sales and use tax exemption will not be granted for the purchase, rental or lease of motor vehicles and trailers registered for over the road use.

All project applicants must agree in writing to timely filing with the New York State Department of Taxation, and HIDA of an annual statement, (and all other forms and reports as maybe required by NYS Department of Taxation including ST-60's, ST-123 and ST-340), of the value of all sales and use tax exemptions claimed in connection with facility in full compliance with the New York State General Municipal Law, in the form and at the time required thereby. The agreement will also include a total exemption amount.

Sales and use tax exemption agreements will have an expiration date based upon the estimated project completion date plus a window (i.e. six months, one year, etc.) to allow for possible delays. The duration will also be determined by the maximum total exemption dollar amount. The window period will be set on the basis of the project and any extensions of the expiration dates or increases in the dollar amount of the exemption must be approved by the HIDA board prior to the expiration date of the exemptions or the date on which the dollar amount of exemptions has been expended.

III. Mortgage Recording Tax:

Mortgages executed by HIDA in connection with project related financing are provided an exemption from New York State mortgage recording taxes. Mortgages executed by HIDA in connection with non-project related financing may be exempt from New York State mortgage recording taxes, at the discretion of HIDA. In determining whether to permit such exemptions on non-project related financing, HIDA shall consider such factors, as it deems appropriate including, but not limited to, the use of the property, the degree of investment, the degree and nature of employment and the economic condition of the area in which the facility is located.

IV. A. Recapture of Benefits:

HIDA, with respect to a particular project that receives real property tax abatements, sales and use tax exemptions or mortgage recording tax

exemptions shall require the project applicant to agree to the recapture of such benefits by HIDA pursuant to the following schedule:

Within first 4 years	100%
Within first 6 years	75%
Within first 8 years	50%
Within first 9 years	25%
After first 9 years	0%

Events that HIDA may determine will trigger recapture may include, but shall not be limited to, the following:

- Sale or closure of facility;
- Significant employment reduction or failure to meet employment goals;
- Significant change in use of facility;
- Significant change in business activities of project applicant or operator;
- Material noncompliance with or breach of terms of Agency transaction documents; or
- Failure to create or retain the number of private sector full time (or full time equivalent) or part time jobs that the company represented it would in the Company's application to HIDA.
- Failure to pay PILOT payment.
- Event of Default under the Bond or Lease Documents.

If HIDA determine to provide for recapture with respect to a particular project, HIDA also may, in its sole discretion and on a case-by-case basis, determine the timing and percentage of recapture, either prospectively or retroactively.

B. Additional Recapture Provisions

In addition to the provision for recapture set forth in Paragraph IV.A, HIDA may, in its sole discretion, and on a case-by-case basis, require recapture of benefits (either retroactively or prospectively as it determines to be appropriate in its best judgment) with respect to any project or project applicant for:

- failure to respond to HIDA inquiries concerning payments of principal and interest;

- failure to respond to HIDA inquiries concerning insurance coverage or failure to provide insurance certificates when and as required by HIDA transaction documents;
- failure to respond to HIDA inquiries regarding payment in lieu of taxes or sales and use tax exemptions;
- failure to respond to HIDA inquiries or to provide facts requested by HIDA in connection with any proceedings or determinations pursuant to Paragraph C or Paragraph D of this policy;
- failure to respond to inquiries of HIDA or failure to provide HIDA with any information or documents requested by HIDA in order to provide any federal, state or local agency with information or reports required under any applicable law, rule or regulation including without limitation information required under PAAA and PARA, number of jobs, total payroll etc.; or
- failure to provide any other information concerning the project or the project applicant or any project operator requested by HIDA.

Upon the occurrence of any of the events listed in this Paragraph IV.B, HIDA will, upon at least ten calendar days written notice to the project applicant, hold a hearing before the IDA Board, at which the project applicant will have the opportunity to provide, or explain its failure to provide, the information requested by HIDA. Within 30 calendar days after the hearing, HIDA will determine whether and to what extent it will require recapture of the value of tax exemptions granted with respect to the project by virtue of HIDA involvement.

V: VIDEO RECORDINGS OF MEETINGS

The Agency shall, to the extent practicable, stream all open meetings and public hearings on its website in real-time. The agency shall post video recordings of all open meetings and public hearings on its website within five business days of the meeting or hearing and shall maintain such recordings for a period of no less than five years.

VI: EFFECTIVE DATE

This Uniform Tax Exemption Policy shall apply to all projects for which HIDA has adopted or adopts an Inducement Resolution including refinancings after January 1, 2023, and all refinancing of any project induced or closed before January 1, 2024.

HIDA, by resolution of its Members, and upon notice to all affected tax jurisdictions as may be required by law, may amend or modify the foregoing policy as it may, from time to time, in its sole discretion determine.

Resolution: 040-2022

Adopted: 12/20/22

Ayes:

Nays:

Chairman Flo Girardi

11/21/19 – adopted by the Governance Committee

1/2/20 - Public Hearing

2/27/20 – adopted by Board of Directors

10/22/20 – Re-adopted (unchanged) by Board of Directors

9/22/21 – adopted by the Governance Committee – Resolution #045-2021 but public hearing postponed and not adopted by Board in 2021

9/20/22 – adopted by the Governance Committee

12/7/22 – Public Hearing

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

-----X

IN THE MATTER OF A
NOTICE OF PUBLIC HEARING
RE: 2022 UNIFORM TAX EXEMPTION POLICY

-----X

1 Washington Street
Hempstead, New York

December 7, 2022
9:30 a.m.

B E F O R E:

MICHAEL LODATO, Deputy Executive Director
FREDERICK E. PAROLA, CEO

Dolly Fevola,
Court Reporter

A P P E A R A N C E S :

TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY
350 Front Street
Hempstead, New York 11550

ALSO PRESENT:

VINCENT RANDAZZO

REGAN BUTLER

ALISON OFFERMAN CELENTANO

JAMAL SCOTT

GARY GENTLES

KATRINA KOVAC

MR. LODATO: Good morning. My name is Michael Lodato. I'm the Deputy Executive Director for the Town of Hempstead and I'm accompanied by Fred Parola who is the CEO of the IDA. We're here this morning for an amendment to our Uniform Tax Exemption Policy for the Town of Hempstead IDA. I will now read the Notice of Public Hearing into the record:

Notice is Hereby Given that a public hearing pursuant to Title 1 of Article 18-A of the New York State General Municipal Law will be held by the Town of Hempstead Industrial Development Agency on Wednesday, December 7, 2022 at 9:30 a.m., at Nathan L. Bennett Pavilion, 1 Washington Street, Hempstead, New York in connection with the amendment by the Agency of the Agency's Uniform Tax Exemption Policy, a copy of which is available

at the Agency's office, 350 Front
Street, Room 234-A, Hempstead, New
York 11550 and on the Agency's
website at www.tohida.com.

MR. PAROLA: Thank you,
Michael. Good morning. My name is
Fred Parola. I'm the CEO of the
Town of Hempstead IDA. As Mike
indicated, I just wanted to give a
brief introduction to those of you
that are here and for our live
streaming to put in perspective what
we're doing here today.

The purpose, quite obviously,
of this hearing is to update and
conform our UTEP, which is the
Uniform Tax Exempt Policy and
guidelines that govern the IDA, and
we want to conform and update the
written policy of the IDA and
guidelines with the actual
procedures that we follow.

We're mandated to do this
basically, according to our counsel,

by New York State law. All IDAs are doing the same approach as we are, updating their documentation and their UTEP, and the real reason is because, with time passing, as with all institutions, we tend to deviate from the written word, from the actual practice. Quite obviously, it's better to have the written word, which is on our website, conform to the practices that are currently in effect, quite simply put.

So basically, this is a draft. Our board -- and Mike and I don't vote -- our board of about seven members will read through the testimony that has been given today, as well as every document that has been presented. We've had a number of those from folks that are concerned with various aspects of what IDAs do, quite understandable, and that will go into the record and

then they will consider this document at some point, either in December, January or beyond, vote on an updated series of policy and guidelines for us.

The major change from this document to the last one that is now online is all illusions to public utilities and power plants has been deleted. So although IDAs can do those, our board is going to be looking very carefully, after we have a discussion with them, as to what we should be doing in this area.

I want to thank the Island Park Superintendent of Schools who has been very helpful in this, as well as Supervisor Clavin and Council Member D'Esposito with whom I have had extensive conversations understanding better the problems with respect to power plants and the impact of property taxes to the

residents of those communities of
Island Park and Oceanside and
elsewhere.

Interesting enough,
parenthetically, about 4 years ago
the powers that be that had the
Barrett's plant came to the IDA
because they wanted to entertain a
PILOT, a payment in lieu of taxes
benefit to them, and we, at that
time, refused to do so.

And the last comment I'd like
to make before we take testimony is
to point out that this IDA in the
Town of Hempstead seeks never to
reduce taxes from the existing level
of property tax that is full market
value. What does that mean? It
means that let's say a developer has
a property that pays property taxes
of \$100,000 and he's coming to the
IDA, he or she is coming to the IDA
for benefits, those three major
benefits are mortgage recording tax

reduction, sales tax reduction and the property tax reduction in payment in lieu of taxes. We would begin our PILOT at \$100,000. That would include, if it's in an incorporated area, that would include the incorporated area, the Village. It would include the school tax, as well as the general tax. I collectively made that \$100,000 in this example. So we would try to do \$100,000.

Our normal policy is a 10-year PILOT. What IDAs are -- on the state and especially in Long Island and in New York City -- are finding is that what individuals and residents are finding, and I wish we could give them benefits but we can't, we always get that complaint, but what we're finding is that the cost of doing business from steel to wood, you name it, just like in our homes and you go to the local

grocery store and you know how much more you're paying, it's so much more difficult to make a project work for them financially that we try to benefit them in the sales tax exemption and the PILOT payment in lieu of taxes.

So with that having been said, we would welcome any comments from those of you that are here.

MR. LODATO: Thank you. Mr. Parola. I would just like to say to the audience, if you have not, please sign up in front over here just so the stenographer can spell your name correctly for the minutes, et cetera. Thank you.

If you would like to speak, please come up to the podium, state your name and where you're from and you will be captured by the stenographer and the live stream. Thank you.

MR. RANDAZZO: Good morning.

Thank you so much. My name is Vincent Randazzo. I'm the Superintendent of the Island Park Schools and first I'd like to thank Mr. Parola for taking the time to speak with me yesterday. I really do appreciate that.

MR. PAROLA: Thank you.

MR. RANDAZZO: I'm also very happy to see that the Town of Hempstead IDA removed that portion that speaks to PILOTS with electrical generating facilities from today's public hearing.

I think the first thing and first point that I want to make is to just be clear that the Island Park Union Free School District supports economic development within the boundaries of the school district, but what we want is for developers to pay their fair share of taxes because when they don't that unjustly puts more financial

burden on our residents and I think it's been widely reported that our community has already taken, especially our school district has taken a very serious tax hit due to the LIPA tax settlement. So the last thing the community needs is to be burdened by additional finances that are related to certain economic development.

The reason I'm here today and the reason why I wrote the letter to you that I ask that you put on record, and I know that you're going to do that, is because on November 29th, the School District, in collaboration with the Island Park Village, held a community forum in which Equinor, one of the lease holders for the wind farm, held a public forum at our school so they can start to explain the Article VII process that they are currently under in the public service

commission review and explain to the community the scope of the project, et cetera.

At that point in time, one of their officials stood up when a resident asked a question about a PILOT agreement, and that person, their official stated that Equinor was seeking a 25-year PILOT on the project.

Now, why is that important to the Island Park School District and the Village of Island Park that's because the proposed substation that would connect the wind farm to the grid is proposed to be in Island Park as long as that Article VII process is approved.

And, again, I'm the Superintendent so my focus is predominantly on leadership, curriculum and instruction. And I don't expect that the IDA knows all of this information. I had to do

some research and there is some really important information that I'd like to share with you. And there is a document I will send to you.

As I was doing research, I stumbled upon this document and it's directly from NYSERDA, which is the New York State Energy Research and Development Authority, which is pushing forward the state's green energy initiatives and this document is called the New York Wind Energy Guide for Local Decision Makers. I'm going to reference a few pieces of this document that I'd ask that you consider moving forward.

Again, Mr. Parola, I'll be glad to e-mail this to you.

MR. PAROLA: Please.

MR. RANDAZZO: On page 5 under the subheading "Term," it states the following: Wind power lessees generally have terms of 20 to

40 years often with an option for
extending the lease. A typical
utility scale wind farm project has
a useful life of 20 years. This is
in NYSERDA's document. So the fact
that Equinor would even be saying in
public that they would be looking
for a 25-year PILOT when NYSERDA,
the governing body that's
authorizing these winds farms here
in New York is stating hat the
useful life is 20 years.

I would also like to bring your
attention to page number 6 in the
section labeled "Decommissioning."
Lessees should include provisions
for decommissioning the project at
the end of its useful life, which
means that this document already
states that at the end of 20 years
there is a very real possibility
that that would be the end of the
useful life of this wind farm;
therefore, how could we even

consider anything close to 20 or
25 years.

And, finally, what I think is
the most important is found on page
number 7 with the subheading
"Taxes."

I'm sorry, I'm doing this on my
phone so I apologize.

"Taxes. Responsibility for
payment of property taxes should be
clearly specified in the lease. The
wind power project developer
generally assumes responsibility for
any increases in property taxes
associated with the wind power
project." And I could not find
anywhere in this document where it
speaks of payment in lieu of taxes.

So, Mr. Parola, as I said
yesterday, you know, we spoke over
the phone and there is one thing I
think is really important, and I
know you received a letter from the
Nassau County Council of School

Superintendents as well, which I'm a member of, and within that document it did say that we really do feel moving forward that we should have a seat at the table and, as I stated to you, the board members of the Island Park Union Free School District unanimously voted to pass a resolution to opt out of real property tax law for '87, which means that we're opting out of any of these green energy initiatives within the boundaries of our school district as a taxing jurisdiction.

That doesn't mean we don't want them here. What it means is that we've been burned before and we want to have a fair PILOT agreement if that's what's going to happen, right, but we obviously prefer that everyone pays their fair share of taxes, but if that's something that's going to help this project move forward, we need to be involved

in that. There's a legal responsibility to be opted out for us to be involved in that.

And just moving forward, just understanding that with the magnitude of some of these projects, it's really important that the School District and their officials are included within these conversations moving forward.

Thank you.

MR. PAROLA: Thank you. On the record, I've spoken to my chair of my board, Flo Girardi, and although we have been approached, there will be no further action on any of this until we have a conversation with you and a representative group perhaps, also the public officials in the town who have been very outspoken and helpful with respect to us formulating whether we should move forward or not move forward, so we will, as they say, be in touch

quite earnestly. Thank you.

MR. RANDAZZO: Thank you.

MR. SCOTT: Good morning. My name is Jamal Scott. I'm the Assistant Superintendent for Business and Operations for the Hempstead School District.

I've come to express my thoughts in reference to the IDA process. The current panel that came out for today's meeting in reference to the different terms, and you just spoke on the different terms, from 10 years on the average PILOT to 15 years, and I believe that's in this document in front of me, 10 to 15 years; however, over the past year, two years, I've been to hearings where there was possibilities of PILOTS being offered for 30 years and 40 years and I just want to confirm that going forward that's not the case.

Are you going to approve when

companies are making requests for a PILOT for 30 years? Are you going to stick to the 10 to 15-year? Is that a law, a policy? What I'm reading now, is that going to be in cement, basically, concrete, that you're not going to be able to go over 15 years or are you going to consider going to the 25 and the 30-year PILOT.

And if you do consider that, in the process of actually approving PILOTS and setting up the payments, is it possible that it could be revisited every 5 years?

As you know, for you to set a payment schedule for PILOTS 30 years out, a lot of economic changes happen during that time so I would think that some of the tax implications will change and the course will change so to keep something in place for even 15 years is a long time. If you're not going

to revisit it throughout the process then I think it might be a little off and I'm not sure if that is already implemented in the process.

That's the first thing. The second thing is, when we get the PILOTS and we get the payments, is there some type of calculation that we could use in the School District to determine the amount of taxes that the school or the amount of the PILOT that the school will receive on the PILOT because when we get it, we get the total amount of the PILOT for the company. It's not broken down into the School District portion and the property portion so we have to look at the prior year's amount to determine what the current year's amount is. And if it's a first time, a first year, it's hard to budget for that. So is there any calculation that we can do on our own to determine what the School

District is going to receive?

And the first question was, when you're doing a 15-year-out payment schedule, is there a way that the IDA can put in the terms of the contract with the company that you guys could revisit the payment schedule every 5 years to make adjustments and maybe put a capital adjustment if some type of market trend increases a certain amount and the PILOT, what the actual value of the property if it was on a regular tax schedule would have been going up because the value of the property has increased.

MR. PAROLA: Okay.

MR. SCOTT: I know it's a lot.

MR. PAROLA: It's a very good point. From a personal standpoint, I think I speak for Mike as well as staff goes, we feel that Hempstead has been abused -- I'll use that term -- by various jurisdictions.

The county IDA, I think we have 9 projects in Hempstead, most of them being housing as you're aware and that leads me to the comment that IDAs, even though this is a uniform policy and much of the reason why we're moving forward is so we deviate from the written word less. The key operative word there is that the board can deviate from the 10 or 15 years that is set forth in terms of PILOTS.

Having said that, former Assemblywoman initiated legislation about 6 years ago that requires the Village of Hempstead and the Village of Freeport that there be a review every 3 years of all existing PILOTS in those two villages only and that is because -- Freeport got lumped into it because I spoke to the mayor at the time. They did not have a problem but I guess because it was the two largest villages in her

district she included them both in the review. So we are mandated by state law -- it's in the General Municipal Law -- that in the case, again, of Hempstead and Freeport, that there be a review every 3 years. We look at the PILOT. We look at the impact, et cetera, et cetera.

To your other point, if I properly have -- Oh, so my feeling is we should not do any additional apartment buildings or rentals in the Village personally.

Now, again, I don't vote but I just think that the burden -- I see what's happening to the poor kids who are in temporary -- I mean all school districts have it tough and the job you do and the circumstances -- I have two superintendents here -- I don't know if you're a superintendent.

MR. SCOTT: Assistant

superintendent for business.

MR. PAROLA: Close enough. The job you do is amazing because the burden is so difficult. All the problems in the community, et cetera, et cetera, so I commend you for that.

Former assemblywoman and I was on the education committee for two years in that capacity and I stayed there because I thought it was the most important thing we as legislators do and you do God's work in my opinion.

The other aspect to what you were talking about in terms of the School District, when we set up a PILOT, whether it's 10 years or 15 years -- and the longer PILOTS are for apartment houses and the problem there is that we are following federal mandate. It's not a mandate but I should say we're following federal borrowing and

loaning processes because the Feds insure 90 percent of all mortgages and we follow them in terms of the length of the insurance for projects. This helps the developers. We don't have to do it but they make a compelling case to the board and the board, in many cases, does accept that argument. Perhaps we shouldn't. And I know it's getting more and more of a consideration by the board.

So when we do a PILOT, say it's 10 years, the only thing that we can do with assurance and part of the attractive aspect to a PILOT is not only the fact that they are getting a benefit but there is a definite understanding as to what the total amount of the PILOT would be; in your case, Village, School District and general tax county and town, et cetera. But because it has to be in the same percentage as it would be

if it was in the market place, a particular project, we can't pinpoint the exact amount you'll get every 10 years in each of the other 10 years in this example.

Having said that, it's pretty close. You might get a differentiation of a percentage here, a percentage-and-a-half there but pretty much you can guesstimate year to year where you're going to be relative to the other two. In this case for you, the other two taxing jurisdictions, general and Village, if that clarifies a little bit.

MR. SCOTT: It helps it a little bit; however, there's been like PILOTS being offered to certain lots in the Village where it's not generating any taxes at the moment. So I think one recently was -- I want to say a senior living project or maybe apartment village project

in the village downtown where right now that current property lot is not generating any type of -- not receiving any taxes on it at the time, the property taxes or school taxes. So now, there was a proposal of a building -- I believe it was approved -- to build apartment complexes on it. So there is no history to show what the payments are going to be --

MR. PAROLA: There should be.

MR. SCOTT: The breakdown of the payments as far as property and school, right, so we're just looking for budget purposes to try to determine that, how to determine the school, we can look at how we do with the houses and other commercial properties and we could try to figure it out but that takes a lot of work to do and we don't want to mis-project the amount of money that we should receive as far as when

we're doing the budget for budget purposes.

Also, when you mentioned it's reviewed every 3 years, it's great to know; however, when it's reviewed every 3 years, is there a provision in that policy that you guys can make an adjustment to the policy every 3 years, and is there a cap to that, and how do we know that it's being done. We trust to a certain extent. How do we know that it's being done and has there been any adjustments when you reviewed it over because the economy has been going up and down and so at any given moment I would believe that a PILOT reviewed after every 3 years there had to be some type of adjustment in the history since that policy was implemented, so is there any evidence to show that a PILOT has been adjusted after review or you just leave it as such?

MR. LODATO: Mr. Parola touched upon this a moment ago but to go backwards slightly, your question about breaking apart what the School district or, in some instances, the Village gets, et cetera, whatever your proportionate share is stays the same. So let's say your proportionate share is 20 percent of whatever that tax bill is, you're still going to get your 20 percent off of that number even though the number may be different than the tax number via the PILOT number.

In regards to the changes on the PILOTS, as Mr. Parola stated, we do have the law in place for Freeport and Hempstead where that has to be reviewed every 3 years. At the end of every year, we have a spreadsheet that shows us apples to apples what we get in the PILOT versus what the taxes would be if it were (inaudible) PILOT. On that

third year of that project being in place, we work with our partners on the Hempstead Village IDA or Freeport IDA board members -- Normally, to digress a little bit, We have a seven member board, however, we have Freeport and Hempstead members who are appointed by those jurisdictions, by those villages, and they sit with our board members. We work in conjunction with them to review what the taxes would be, what they are in the PILOT, what the figures are in the PILOT, excuse me, and then we see is there a dramatic swing as the tax rate change as where we have. There have not been any changes in the past few reviews that we've done both in the Village of Hempstead and Freeport because the swing was not wild enough in regards to where they would be and where they are, but we will obviously keep an eye on this

as the projects progress over the years and we have made adjustments in the past, in general, when a property is out of whack.

MR. PAROLA: And this is a fairly recent law so there not have been that many reviews yet. And as Mike said, none have really been out of whack in terms of the overall taxing.

Just to put it another way because it is confusing, so if this property that you're speaking to and general properties, whatever the percentage is, if they were in the full market place fully taxed, the School District is getting 60 and the Village is getting 30 percent and the general is 10 percent, if that comes out to 100, you will get the same percentage in the PILOT from the property as you would be getting if it was fully taxed without a payment in lieu of taxes

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

benefit.

MR. SCOTT: Okay. That's good.

Thank you.

MR. PAROLA: And, you know, if something comes up, we're right here. I mean we answer our phone. We get right back to you. We may not give the right answer all the time, which is frustrating, but we will get back to you. If you want to sit down, you've got specific questions, you want an answer on the phone, we really try to be transparent and be open as best we can because I know some of the stuff can be misconstrued in terms of what we're actually doing with economic development and the impact that it may have on the community.

I'm going to say one last thing about PILOTS, at least in this regard. In some of the jurisdictions, particularly not in Nassau, but in Suffolk County, as an

incentive to development, a number of the IDAs, one of them, cuts taxes 50 percent. Bang. They don't care about what, perhaps, should be generated. They're more inclined to favor whatever economic development is needed.

We are -- I'm going to repeat. I said this before. Our board is so sensitive to that, especially for villages and school districts. General, in the county and town portion, you know, it gets absurd. It's a macro, but we know the impact, especially on villages and on school districts, so we really do try to keep the level of taxes where it is and over a 10-year project, a 10-year PILOT, the taxes go up every year after the third year of where it's set because we figure the first 3 years they are in the development stage. They are building, et cetera, et cetera, so we give them

that time, but they are still being taxed, but it doesn't go up usually until the fourth year. And in that fourth year, if it's a vacant lot, we will give a large increase to reflect the fact that now you should have your building up, you should be functioning, now you should pay for taxes.

Thank you so much, Mr. Scott.
Thanks for your input very much.
Appreciate it.

MR. SCOTT: Thank you.

MR. LODATO: Would anyone else like to be heard?

MR. PAROLA: We'll leave it open a few minutes.

Just for the record, the assemblywoman who passed legislation was Earlene Hooper, the assemblywoman at the time.

MR. SCOTT: So one more last question. I notice that you mentioned earlier about the lending

of the developers, right, so a lot of times the developers say, well, in order for us to get money that we need to build or whatever, we need the PILOT to be as long as that loan because the lender is requesting that we have a payment.

I think you gotta look at who the lender is when they ask that question because that's not necessarily true. That is a clear fabrication. And that's a fact.

It's almost like if you correlate it to your home. When you purchase a home, the lender is not asking what your taxes are going to be 30 years out for a 30-year fixed mortgage. They look at what your taxes are now and if it goes up, that's on you, but that's not a requirement to get a PILOT for that long and they try to leverage that as developers to get a PILOT for 40 years. That's it.

MR. PAROLA: Let me just comment that Mike and I are both nodding because you're making your best case but Mamma didn't raise stupid boys here or women on our board so we look for that. Absolutely. Thank you.

MR. SCOTT: Thank you for that and I appreciate you guys. Have a Happy holiday.

MR. PAROLA: God bless. Merry Christmas. Happy holidays.

MR. LODATO: Ms. Reporter, Please mark all submitted documents as exhibits and attach to the transcript.

(Whereupon, Town Exhibits A through G were marked for identification.)

MR. LODATO: If no one else would like to speak, we are now observing it's 10:10 a.m. on December 7th, Wednesday. We will now close this UTEP Public Hearing

sine die. Thank you everyone for
attending and for your comments.

(Time noted: 10:11 a.m.)

INDEXEXHIBITS

<u>Town</u>	<u>Description</u>	<u>Page</u>
Exhibit A	NYSERDA Document	36
Exhibit B	Randazzo E-mail	36
Exhibit C	Randazzo Letter	36
Exhibit D	Town Supervisor Instagram Document	36
Exhibit E	Susan O'Rourke E-mail	36
Exhibit F	Margaret Zyder E-mail	36
Exhibit G	Dominic Palma Letter	36

CERTIFICATION

I, DOLLY FEVOLA, a Notary Public in
and for the State of New York, do hereby certify:

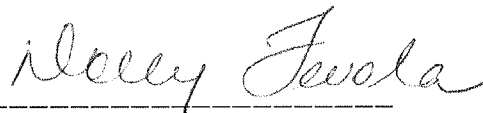
THAT the witness whose testimony is herein
before set forth, was duly sworn by me; and

THAT the within transcript is a true record
of the testimony given by said witness.

I further certify that I am not related,
either by blood or marriage, to any of the parties
to this action; and

THAT I am in no way interested in
the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto
set my hand this 12th day of December, 2022.



DOLLY FEVOLA

\$	4		B	
\$100,000 [4] - 7:22, 8:5, 8:12, 8:13	4 [1] - 7:6 40 [3] - 14:2, 18:22, 35:25	29:3 agreement [2] - 12:8, 16:19 ALISON [1] - 2:9 almost [1] - 35:14 ALSO [1] - 2:6 amazing [1] - 24:4 amendment [2] - 3:8, 3:23 amount [9] - 20:11, 20:12, 20:15, 20:20, 20:21, 21:12, 25:21, 26:4, 27:24 answer [3] - 32:7, 32:9, 32:13 apart [1] - 29:5 apartment [4] - 23:14, 24:21, 26:25, 27:9 apologize [1] - 15:9 apples [2] - 29:22, 29:23 appointed [1] - 30:9 appreciate [3] - 10:8, 34:13, 36:10 approach [1] - 5:3 approached [1] - 17:16 approve [1] - 18:25 approved [2] - 12:19, 27:9 approving [1] - 19:13 area [3] - 6:16, 8:7, 8:8 argument [1] - 25:10 Article [3] - 3:15, 11:23, 12:18 aspect [2] - 24:16, 25:17 aspects [1] - 5:23 Assemblywoman [1] - 22:15 assemblywoman [3] - 24:9, 34:20, 34:22 Assistant [1] - 18:6 assistant [1] - 23:25 associated [1] - 15:16 assumes [1] - 15:14 assurance [1] - 25:16 attach [1] - 36:16 attending [1] - 37:3 attention [1] - 14:15 attractive [1] - 25:17 audience [1] - 9:14 Authority [1] - 13:11 authorizing [1] - 14:11 available [1] - 3:25 average [1] - 18:15 aware [1] - 22:4	backwards [1] - 29:4 bang [1] - 33:4 Barrett's [1] - 7:8 begin [1] - 8:5 benefit [4] - 7:11, 9:6, 25:19, 32:2 benefits [3] - 7:24, 7:25, 8:20 Bennett [1] - 3:20 best [2] - 32:15, 36:5 better [2] - 5:10, 6:23 beyond [1] - 6:4 bill [1] - 29:11 bit [3] - 26:17, 26:19, 30:6 bless [1] - 36:12 blood [1] - 39:10 board [14] - 5:16, 5:17, 6:12, 16:7, 17:15, 22:11, 25:9, 25:13, 30:5, 30:7, 30:12, 33:10, 36:7 body [1] - 14:10 borrowing [1] - 24:25 boundaries [2] - 10:21, 16:14 boys [1] - 36:6 breakdown [1] - 27:14 breaking [1] - 29:5 brief [1] - 4:11 bring [1] - 14:14 broken [1] - 20:16 budget [4] - 20:23, 27:17, 28:2 build [2] - 27:9, 35:5 building [3] - 27:8, 33:24, 34:8 buildings [1] - 23:14 burden [3] - 11:2, 23:17, 24:5 burdened [1] - 11:9 burned [1] - 16:18 business [2] - 8:23, 24:2 Business [1] - 18:7 BUTLER [1] - 2:8	carefully [1] - 6:13 case [6] - 18:24, 23:5, 25:8, 25:22, 26:14, 36:5 cases [1] - 25:10 CELENTANO [1] - 2:9 cement [1] - 19:7 CEO [3] - 1:14, 3:7, 4:8 certain [4] - 11:10, 21:12, 26:20, 28:12 CERTIFICATION [1] - 39:2 certify [2] - 39:4, 39:9 cetera [10] - 9:18, 12:4, 23:9, 23:10, 24:7, 25:24, 29:7, 33:25 chair [1] - 17:14 change [4] - 6:7, 19:22, 19:23, 30:18 changes [3] - 19:19, 29:16, 30:19 Christmas [1] - 36:13 circumstances [1] - 23:22 City [1] - 8:17 clarifies [1] - 26:16 Clavin [1] - 6:20 clear [2] - 10:18, 35:12 clearly [1] - 15:12 close [4] - 15:2, 24:3, 26:8, 36:25 collaboration [1] - 11:18 collectively [1] - 8:11 coming [2] - 7:22, 7:23 commend [1] - 24:7 comment [3] - 7:13, 22:5, 36:3 comments [2] - 9:10, 37:3 commercial [1] - 27:20 commission [1] - 12:2 committee [1] - 24:10 communities [1] - 7:2 community [6] - 11:4, 11:8, 11:19, 12:3, 24:6, 32:20 companies [1] - 19:2 company [2] - 20:16, 21:7 compelling [1] - 25:8 complaint [1] - 8:21 complexes [1] - 27:10 concerned [1] - 5:23 concrete [1] - 19:7 confirm [1] - 18:23
'87 [1] - 16:11	5			
1	5 [3] - 13:22, 19:16, 21:9 50 [1] - 33:4			
1 [3] - 1:8, 3:14, 3:21 10 [9] - 18:15, 18:18, 19:4, 22:11, 24:19, 25:15, 26:5, 26:6, 31:20 10-year [3] - 8:14, 33:19, 33:20 100 [1] - 31:21 10:10 [1] - 36:23 10:11 [1] - 37:4 11550 [2] - 2:5, 4:4 12th [1] - 39:15 15 [6] - 18:16, 18:18, 19:9, 19:24, 22:12, 24:20 15-year [1] - 19:4 15-year-out [1] - 21:4 18-A [1] - 3:15	6			
	6 [2] - 14:15, 22:16 60 [1] - 31:18			
	7			
	7 [3] - 1:10, 3:19, 15:6 7th [1] - 36:24			
	9			
	9 [1] - 22:2 90 [1] - 25:3 9:30 [2] - 1:10, 3:19			
2	A			
20 [7] - 13:25, 14:5, 14:13, 14:21, 15:2, 29:10, 29:12 2022 [4] - 1:5, 1:10, 3:19, 39:15 234-A [1] - 4:3 25 [2] - 15:3, 19:10 25-year [2] - 12:10, 14:9 29th [1] - 11:17	a.m [4] - 1:10, 3:20, 36:23, 37:4 able [1] - 19:8 absolutely [1] - 36:8 absurd [1] - 33:14 abused [1] - 21:24 accept [1] - 25:10 accompanied [1] - 3:6 according [1] - 4:25 action [2] - 17:17, 39:11 actual [3] - 4:22, 5:9, 21:13 additional [2] - 11:9, 23:13 adjusted [1] - 28:24 adjustment [3] - 21:11, 28:9, 28:21 adjustments [3] - 21:10, 28:15, 31:3 Agency [2] - 3:18, 3:23 AGENCY [1] - 2:4 Agency's [3] - 3:24, 4:2, 4:4 ago [3] - 7:6, 22:16,			
3			C	
3 [8] - 22:19, 23:8, 28:5, 28:7, 28:10, 28:19, 29:20, 33:23 30 [5] - 18:22, 19:3, 19:18, 31:19, 35:18 30-year [2] - 19:11, 35:18 350 [2] - 2:4, 4:2 36 [7] - 38:5, 38:6, 38:7, 38:9, 38:10, 38:11, 38:12			calculation [2] - 20:9, 20:24 cap [1] - 28:10 capacity [1] - 24:11 capital [1] - 21:10 captured [1] - 9:22 care [1] - 33:4	

<p>conform [3] - 4:17, 4:20, 5:12</p> <p>confusing [1] - 31:13</p> <p>conjunction [1] - 30:13</p> <p>connect [1] - 12:16</p> <p>connection [1] - 3:22</p> <p>consider [5] - 6:2, 13:18, 15:2, 19:10, 19:12</p> <p>consideration [1] - 25:13</p> <p>contract [1] - 21:7</p> <p>conversation [1] - 17:18</p> <p>conversations [2] - 6:22, 17:11</p> <p>copy [1] - 3:25</p> <p>correctly [1] - 9:17</p> <p>correlate [1] - 35:15</p> <p>cost [1] - 8:23</p> <p>Council [2] - 6:20, 15:25</p> <p>counsel [1] - 4:25</p> <p>County [2] - 15:25, 32:25</p> <p>county [3] - 22:2, 25:23, 33:13</p> <p>course [1] - 19:23</p> <p>Court [1] - 1:18</p> <p>current [3] - 18:11, 20:20, 27:3</p> <p>curriculum [1] - 12:23</p> <p>cuts [1] - 33:3</p>	<p>DEVELOPMENT [1] - 2:4</p> <p>development [6] - 10:20, 11:11, 32:19, 33:2, 33:7, 33:23</p> <p>deviate [3] - 5:7, 22:9, 22:11</p> <p>die [1] - 37:2</p> <p>different [3] - 18:13, 18:14, 29:14</p> <p>differentiation [1] - 26:9</p> <p>difficult [2] - 9:4, 24:5</p> <p>digress [1] - 30:6</p> <p>directly [1] - 13:9</p> <p>Director [2] - 1:13, 3:4</p> <p>discussion [1] - 6:14</p> <p>District [12] - 10:19, 11:17, 12:13, 16:9, 17:9, 18:8, 20:10, 20:17, 21:2, 24:18, 25:22, 31:18</p> <p>district [5] - 10:22, 11:5, 16:15, 23:2, 29:6</p> <p>districts [3] - 23:20, 33:12, 33:17</p> <p>Document [2] - 38:5, 38:9</p> <p>document [12] - 5:20, 6:3, 6:8, 13:5, 13:8, 13:13, 13:17, 14:6, 14:20, 15:18, 16:3, 18:17</p> <p>documentation [1] - 5:4</p> <p>documents [1] - 36:15</p> <p>DOLLY [2] - 39:3, 39:19</p> <p>Dolly [1] - 1:18</p> <p>Dominic [1] - 38:12</p> <p>done [3] - 28:12, 28:14, 30:20</p> <p>down [3] - 20:17, 28:17, 32:12</p> <p>downtown [1] - 27:2</p> <p>draft [1] - 5:15</p> <p>dramatic [1] - 30:17</p> <p>due [1] - 11:6</p> <p>duly [1] - 39:6</p> <p>during [1] - 19:20</p>	<p>economic [5] - 10:20, 11:10, 19:19, 32:18, 33:7</p> <p>economy [1] - 28:16</p> <p>education [1] - 24:10</p> <p>effect [1] - 5:13</p> <p>either [2] - 6:3, 39:10</p> <p>electrical [1] - 10:14</p> <p>elsewhere [1] - 7:4</p> <p>end [4] - 14:19, 14:21, 14:23, 29:21</p> <p>Energy [2] - 13:10, 13:14</p> <p>energy [2] - 13:13, 16:13</p> <p>entertain [1] - 7:9</p> <p>Equinor [3] - 11:20, 12:9, 14:7</p> <p>especially [4] - 8:16, 11:5, 33:11, 33:16</p> <p>et [10] - 9:18, 12:4, 23:9, 24:6, 24:7, 25:23, 29:7, 33:24, 33:25</p> <p>evidence [1] - 28:23</p> <p>exact [1] - 26:4</p> <p>example [2] - 8:12, 26:6</p> <p>excuse [1] - 30:16</p> <p>Executive [2] - 1:13, 3:4</p> <p>Exempt [1] - 4:18</p> <p>exemption [1] - 9:7</p> <p>EXEMPTION [1] - 1:5</p> <p>Exemption [2] - 3:9, 3:24</p> <p>exhibit [1] - 38:7</p> <p>Exhibit [6] - 38:5, 38:6, 38:8, 38:10, 38:11, 38:12</p> <p>exhibits [1] - 36:16</p> <p>Exhibits [1] - 36:18</p> <p>EXHIBITS [1] - 38:3</p> <p>existing [2] - 7:17, 22:19</p> <p>expect [1] - 12:24</p> <p>explain [2] - 11:23, 12:2</p> <p>express [1] - 18:9</p> <p>extending [1] - 14:3</p> <p>extensive [1] - 6:22</p> <p>extent [1] - 28:13</p> <p>eye [1] - 30:25</p>	<p>34:7, 35:13</p> <p>fair [3] - 10:23, 16:19, 16:22</p> <p>fairly [1] - 31:7</p> <p>far [2] - 27:15, 27:25</p> <p>farm [4] - 11:21, 12:16, 14:4, 14:24</p> <p>farms [1] - 14:11</p> <p>favor [1] - 33:7</p> <p>federal [2] - 24:23, 24:25</p> <p>Feds [1] - 25:2</p> <p>Fevola [1] - 1:18</p> <p>FEVOLA [2] - 39:3, 39:19</p> <p>few [3] - 13:16, 30:20, 34:18</p> <p>figure [2] - 27:22, 33:22</p> <p>figures [1] - 30:15</p> <p>finally [1] - 15:4</p> <p>finances [1] - 11:9</p> <p>financial [1] - 10:25</p> <p>financially [1] - 9:5</p> <p>first [8] - 10:5, 10:16, 10:17, 20:6, 20:22, 21:3, 33:22</p> <p>fixed [1] - 35:18</p> <p>Flo [1] - 17:15</p> <p>focus [1] - 12:21</p> <p>folks [1] - 5:22</p> <p>follow [2] - 4:23, 25:4</p> <p>following [3] - 13:24, 24:23, 24:25</p> <p>former [2] - 22:14, 24:9</p> <p>formulating [1] - 17:23</p> <p>forth [2] - 22:12, 39:6</p> <p>forum [2] - 11:19, 11:22</p> <p>forward [10] - 13:12, 13:18, 16:5, 16:25, 17:5, 17:11, 17:24, 18:24, 22:8</p> <p>fourth [2] - 34:4, 34:5</p> <p>Fred [2] - 3:6, 4:8</p> <p>FREDERICK [1] - 1:14</p> <p>Free [2] - 10:19, 16:8</p> <p>Freeport [7] - 22:18, 22:21, 23:6, 29:19, 30:5, 30:8, 30:22</p> <p>Front [2] - 2:4, 4:2</p> <p>front [2] - 9:15, 18:17</p> <p>frustrating [1] - 32:10</p> <p>full [2] - 7:18, 31:17</p> <p>fully [2] - 31:17, 31:24</p> <p>functioning [1] - 34:9</p>	<p>G</p> <p>GARY [1] - 2:11</p> <p>General [2] - 3:16, 23:4</p> <p>general [7] - 8:10, 25:23, 26:15, 31:4, 31:15, 31:20, 33:13</p> <p>generally [2] - 13:25, 15:14</p> <p>generated [1] - 33:6</p> <p>generating [3] - 10:14, 26:22, 27:4</p> <p>GENTLES [1] - 2:11</p> <p>Girardi [1] - 17:15</p> <p>given [3] - 5:19, 28:18, 39:8</p> <p>Given [1] - 3:13</p> <p>glad [1] - 13:19</p> <p>God [1] - 36:12</p> <p>God's [1] - 24:14</p> <p>gotta [1] - 35:9</p> <p>govern [1] - 4:19</p> <p>governing [1] - 14:10</p> <p>great [1] - 28:5</p> <p>green [2] - 13:12, 16:13</p> <p>grid [1] - 12:17</p> <p>grocery [1] - 9:2</p> <p>group [1] - 17:19</p> <p>guess [1] - 22:24</p> <p>guesstimate [1] - 26:11</p> <p>Guide [1] - 13:15</p> <p>guidelines [3] - 4:19, 4:22, 6:6</p> <p>guys [3] - 21:8, 28:8, 36:10</p>
<p>D</p> <p>D'Esposito [1] - 6:21</p> <p>December [5] - 1:10, 3:19, 6:4, 36:24, 39:15</p> <p>Decision [1] - 13:15</p> <p>Decommissioning [1] - 14:16</p> <p>decommissioning [1] - 14:18</p> <p>definite [1] - 25:19</p> <p>deleted [1] - 6:11</p> <p>Deputy [2] - 1:13, 3:4</p> <p>Description [1] - 38:4</p> <p>determine [5] - 20:11, 20:20, 20:25, 27:18</p> <p>developer [2] - 7:20, 15:13</p> <p>developers [5] - 10:23, 25:7, 35:2, 35:3, 35:24</p> <p>Development [2] - 3:18, 13:11</p>	<p>E</p> <p>e-mail [1] - 13:20</p> <p>E-mail [3] - 38:6, 38:10, 38:11</p> <p>Earlene [1] - 34:21</p> <p>earnestly [1] - 18:2</p>	<p>F</p> <p>fabrication [1] - 35:13</p> <p>facilities [1] - 10:14</p> <p>fact [4] - 14:6, 25:18,</p>	<p>H</p> <p>half [1] - 26:10</p> <p>hand [1] - 39:15</p> <p>Happy [1] - 36:11</p> <p>happy [2] - 10:11, 36:13</p> <p>hard [1] - 20:22</p> <p>hat [1] - 14:12</p> <p>heard [1] - 34:16</p> <p>HEARING [1] - 1:4</p> <p>Hearing [2] - 3:11, 36:25</p> <p>hearing [3] - 3:14, 4:16, 10:15</p> <p>hearings [1] - 18:20</p> <p>held [3] - 3:17, 11:19, 11:21</p> <p>help [1] - 16:24</p>	

<p>helpful [2] - 6:19, 17:22</p> <p>helps [2] - 25:6, 26:18</p> <p>Hempstead [19] - 1:8, 2:5, 3:5, 3:10, 3:17, 3:21, 4:3, 4:9, 7:16, 10:12, 18:8, 21:23, 22:3, 22:17, 23:6, 29:19, 30:4, 30:9, 30:21</p> <p>HEMPSTEAD [1] - 2:3</p> <p>hereby [1] - 39:4</p> <p>Hereby [1] - 3:13</p> <p>herein [1] - 39:5</p> <p>hereunto [1] - 39:14</p> <p>history [2] - 27:11, 28:21</p> <p>hit [1] - 11:6</p> <p>holders [1] - 11:21</p> <p>holiday [1] - 36:11</p> <p>holidays [1] - 36:13</p> <p>home [2] - 35:15, 35:16</p> <p>homes [1] - 8:25</p> <p>Hooper [1] - 34:21</p> <p>houses [2] - 24:21, 27:20</p> <p>housing [1] - 22:4</p>	<p>incorporated [2] - 8:7, 8:8</p> <p>increase [1] - 34:6</p> <p>increased [1] - 21:17</p> <p>increases [2] - 15:15, 21:12</p> <p>INDEX [1] - 38:2</p> <p>indicated [1] - 4:10</p> <p>individuals [1] - 8:18</p> <p>INDUSTRIAL [1] - 2:4</p> <p>Industrial [1] - 3:18</p> <p>information [2] - 12:25, 13:3</p> <p>initiated [1] - 22:15</p> <p>initiatives [2] - 13:13, 16:13</p> <p>input [1] - 34:12</p> <p>Instagram [1] - 38:9</p> <p>instances [1] - 29:6</p> <p>institutions [1] - 5:7</p> <p>instruction [1] - 12:23</p> <p>insurance [1] - 25:5</p> <p>insure [1] - 25:3</p> <p>interested [1] - 39:12</p> <p>interesting [1] - 7:5</p> <p>introduction [1] - 4:11</p> <p>involved [2] - 16:25, 17:4</p> <p>Island [10] - 6:17, 7:3, 8:16, 10:4, 10:18, 11:18, 12:13, 12:14, 12:17, 16:8</p>	<p>largest [1] - 22:25</p> <p>last [5] - 6:8, 7:13, 11:8, 32:21, 34:23</p> <p>Law [2] - 3:16, 23:5</p> <p>law [6] - 5:2, 16:11, 19:5, 23:4, 29:18, 31:7</p> <p>leadership [1] - 12:22</p> <p>leads [1] - 22:5</p> <p>lease [3] - 11:20, 14:3, 15:12</p> <p>least [1] - 32:22</p> <p>leave [2] - 28:25, 34:17</p> <p>legal [1] - 17:2</p> <p>legislation [2] - 22:15, 34:20</p> <p>legislators [1] - 24:14</p> <p>lender [3] - 35:7, 35:10, 35:16</p> <p>lending [1] - 34:25</p> <p>length [1] - 25:5</p> <p>less [1] - 22:9</p> <p>lessees [2] - 13:24, 14:17</p> <p>Letter [2] - 38:7, 38:12</p> <p>letter [2] - 11:13, 15:24</p> <p>level [2] - 7:17, 33:18</p> <p>leverage [1] - 35:23</p> <p>lieu [5] - 7:10, 8:4, 9:8, 15:19, 31:25</p> <p>life [4] - 14:5, 14:13, 14:19, 14:24</p> <p>LIPA [1] - 11:7</p> <p>live [2] - 4:12, 9:23</p> <p>living [1] - 26:24</p> <p>loan [1] - 35:6</p> <p>loaning [1] - 25:2</p> <p>Local [1] - 13:15</p> <p>local [1] - 8:25</p> <p>LODATO [7] - 1:13, 3:2, 9:12, 29:2, 34:15, 36:14, 36:21</p> <p>Lodato [1] - 3:3</p> <p>look [7] - 20:19, 23:8, 23:9, 27:19, 35:9, 35:19, 36:7</p> <p>looking [3] - 6:13, 14:8, 27:16</p> <p>lumped [1] - 22:21</p>	<p>Makers [1] - 13:15</p> <p>Mamma [1] - 36:5</p> <p>mandate [2] - 24:23, 24:24</p> <p>mandated [2] - 4:24, 23:3</p> <p>Margaret [1] - 38:11</p> <p>mark [1] - 36:15</p> <p>marked [1] - 36:19</p> <p>market [4] - 7:18, 21:11, 26:2, 31:17</p> <p>marriage [1] - 39:10</p> <p>MATTER [1] - 1:3</p> <p>matter [1] - 39:13</p> <p>mayor [1] - 22:22</p> <p>mean [4] - 7:19, 16:16, 23:19, 32:7</p> <p>means [4] - 7:20, 14:20, 16:12, 16:17</p> <p>meeting [1] - 18:12</p> <p>Member [1] - 6:21</p> <p>member [2] - 16:3, 30:7</p> <p>members [5] - 5:18, 16:7, 30:5, 30:9, 30:12</p> <p>mentioned [2] - 28:4, 34:25</p> <p>Merry [1] - 36:12</p> <p>MICHAEL [1] - 1:13</p> <p>Michael [2] - 3:3, 4:7</p> <p>might [2] - 20:3, 26:8</p> <p>Mike [5] - 4:9, 5:16, 21:22, 31:9, 36:3</p> <p>minutes [2] - 9:17, 34:18</p> <p>mis [1] - 27:24</p> <p>mis-project [1] - 27:24</p> <p>misconstrued [1] - 32:17</p> <p>moment [3] - 26:22, 28:18, 29:3</p> <p>money [2] - 27:24, 35:4</p> <p>morning [5] - 3:2, 3:8, 4:7, 9:25, 18:4</p> <p>mortgage [2] - 7:25, 35:19</p> <p>mortgages [1] - 25:3</p> <p>most [3] - 15:5, 22:3, 24:13</p> <p>move [3] - 16:25, 17:24</p> <p>moving [5] - 13:18, 16:5, 17:5, 17:11, 22:8</p> <p>MR [29] - 4:6, 9:12, 9:25, 10:9, 10:10, 13:21, 13:22, 17:13, 18:4, 21:18, 21:19,</p>	<p>21:20, 23:25, 24:3, 26:18, 27:13, 27:14, 29:2, 32:3, 32:5, 34:14, 34:15, 34:17, 34:23, 36:2, 36:9, 36:12, 36:14, 36:21</p> <p>Municipal [2] - 3:16, 23:5</p>
I				
<p>IDA [16] - 3:7, 3:10, 4:9, 4:19, 4:21, 7:8, 7:15, 7:23, 10:12, 12:24, 18:10, 21:6, 22:2, 30:4, 30:5</p> <p>IDAs [6] - 5:2, 5:24, 6:11, 8:15, 22:6, 33:3</p> <p>identification [1] - 36:20</p> <p>illusions [1] - 6:9</p> <p>impact [4] - 6:25, 23:9, 32:19, 33:16</p> <p>implemented [2] - 20:5, 28:22</p> <p>implications [1] - 19:22</p> <p>important [6] - 12:12, 13:3, 15:5, 15:23, 17:8, 24:13</p> <p>IN [2] - 1:3, 39:14</p> <p>inaudible [1] - 29:25</p> <p>incentive [1] - 33:2</p> <p>inclined [1] - 33:6</p> <p>include [4] - 8:6, 8:8, 8:9, 14:17</p> <p>included [2] - 17:10, 23:2</p>	<p>J</p> <p>JAMAL [1] - 2:10</p> <p>Jamal [1] - 18:5</p> <p>January [1] - 6:4</p> <p>job [2] - 23:21, 24:4</p> <p>jurisdiction [1] - 16:15</p> <p>jurisdictions [4] - 21:25, 26:15, 30:10, 32:24</p>	K		
K				
<p>KATRINA [1] - 2:12</p> <p>keep [3] - 19:23, 30:25, 33:18</p> <p>key [1] - 22:10</p> <p>kids [1] - 23:18</p> <p>knows [1] - 12:24</p> <p>KOVAC [1] - 2:12</p>	L			
<p>labeled [1] - 14:16</p> <p>large [1] - 34:6</p>	L			
L				
M				
<p>macro [1] - 33:15</p> <p>magnitude [1] - 17:7</p> <p>mail [4] - 13:20, 38:6, 38:10, 38:11</p> <p>major [2] - 6:7, 7:24</p>	M			
M				
N				
<p>name [7] - 3:3, 4:7, 8:24, 9:17, 9:21, 10:2, 18:5</p> <p>Nassau [2] - 15:25, 32:25</p> <p>Nathan [1] - 3:20</p> <p>necessarily [1] - 35:12</p> <p>need [3] - 16:25, 35:5</p> <p>needed [1] - 33:8</p> <p>needs [1] - 11:8</p> <p>never [1] - 7:16</p> <p>New [11] - 1:8, 2:5, 3:15, 3:21, 4:3, 5:2, 8:17, 13:10, 13:14, 14:12, 39:4</p> <p>none [1] - 31:9</p> <p>normal [1] - 8:14</p> <p>Normally [1] - 30:6</p> <p>Notary [1] - 39:3</p> <p>noted [1] - 37:4</p> <p>Notice [1] - 3:11</p> <p>NOTICE [1] - 1:4</p> <p>notice [2] - 3:13, 34:24</p> <p>November [1] - 11:17</p> <p>number [8] - 5:21, 14:15, 15:6, 29:13, 29:14, 29:15, 33:2</p> <p>NYSERDA [3] - 13:9, 14:9, 38:5</p> <p>NYSERDA's [1] - 14:6</p>	N			
N				
O				
<p>O'Rourke [1] - 38:10</p> <p>observing [1] - 36:23</p> <p>obviously [4] - 4:15, 5:9, 16:21, 30:25</p> <p>Oceanside [1] - 7:3</p> <p>OF [3] - 1:3, 1:4, 2:3</p> <p>offered [2] - 18:22, 26:20</p> <p>OFFERMAN [1] - 2:9</p> <p>office [1] - 4:2</p> <p>official [1] - 12:9</p> <p>officials [3] - 12:6, 17:9, 17:20</p>	O			
O				

<p>often [1] - 14:2</p> <p>one [9] - 6:8, 11:20, 12:5, 15:22, 26:23, 32:21, 33:3, 34:23, 36:21</p> <p>online [1] - 6:9</p> <p>open [2] - 32:15, 34:18</p> <p>Operations [1] - 18:7</p> <p>operative [1] - 22:10</p> <p>opinion [1] - 24:15</p> <p>opt [1] - 16:10</p> <p>opted [1] - 17:3</p> <p>opting [1] - 16:12</p> <p>option [1] - 14:2</p> <p>order [1] - 35:4</p> <p>outcome [1] - 39:13</p> <p>outspoken [1] - 17:22</p> <p>overall [1] - 31:10</p> <p>own [1] - 20:25</p>	<p>21:8, 31:25, 35:8</p> <p>payments [4] - 19:14, 20:8, 27:11, 27:15</p> <p>pays [2] - 7:21, 16:22</p> <p>percent [6] - 25:3, 29:10, 29:12, 31:19, 31:20, 33:4</p> <p>percentage [5] - 25:25, 26:9, 26:10, 31:16, 31:22</p> <p>percentage-and-a-half [1] - 26:10</p> <p>perhaps [3] - 17:20, 25:11, 33:5</p> <p>person [1] - 12:8</p> <p>personal [1] - 21:21</p> <p>personally [1] - 23:15</p> <p>perspective [1] - 4:13</p> <p>phone [4] - 15:9, 15:22, 32:7, 32:14</p> <p>pieces [1] - 13:16</p> <p>PILOT [32] - 7:10, 8:5, 8:15, 9:7, 12:8, 12:10, 14:9, 16:19, 18:16, 19:3, 19:11, 20:13, 20:14, 20:15, 21:13, 23:8, 24:19, 25:14, 25:17, 25:21, 28:19, 28:23, 29:15, 29:23, 29:25, 30:15, 30:16, 31:22, 33:20, 35:6, 35:22, 35:24</p> <p>PILOTS [11] - 10:13, 18:21, 19:14, 19:18, 20:8, 22:13, 22:19, 24:20, 26:20, 29:17, 32:22</p> <p>pinpoint [1] - 26:4</p> <p>place [5] - 19:24, 26:2, 29:18, 30:3, 31:17</p> <p>plant [1] - 7:8</p> <p>plants [2] - 6:10, 6:24</p> <p>podium [1] - 9:20</p> <p>point [6] - 6:3, 7:15, 10:17, 12:5, 21:21, 23:11</p> <p>Policy [3] - 3:9, 3:25, 4:18</p> <p>POLICY [1] - 1:5</p> <p>policy [8] - 4:21, 6:5, 8:14, 19:5, 22:7, 28:8, 28:9, 28:22</p> <p>poor [1] - 23:18</p> <p>portion [4] - 10:12, 20:18, 33:14</p> <p>possibilities [1] - 18:21</p> <p>possibility [1] - 14:22</p> <p>possible [1] - 19:15</p> <p>power [5] - 6:10, 6:24,</p>	<p>13:24, 15:13, 15:16</p> <p>powers [1] - 7:7</p> <p>practice [1] - 5:9</p> <p>practices [1] - 5:12</p> <p>predominantly [1] - 12:22</p> <p>prefer [1] - 16:21</p> <p>PRESENT [1] - 2:6</p> <p>presented [1] - 5:21</p> <p>pretty [2] - 26:7, 26:11</p> <p>problem [2] - 22:24, 24:22</p> <p>problems [2] - 6:23, 24:6</p> <p>procedures [1] - 4:23</p> <p>process [6] - 11:24, 12:19, 18:11, 19:13, 20:2, 20:5</p> <p>processes [1] - 25:2</p> <p>progress [1] - 31:2</p> <p>project [14] - 9:4, 12:3, 12:11, 14:4, 14:18, 15:13, 15:17, 16:24, 26:3, 26:24, 26:25, 27:24, 30:2, 33:19</p> <p>projects [4] - 17:7, 22:3, 25:6, 31:2</p> <p>properly [1] - 23:12</p> <p>properties [2] - 27:21, 31:15</p> <p>property [17] - 6:25, 7:18, 7:21, 8:3, 15:11, 15:15, 16:11, 20:18, 21:14, 21:16, 27:3, 27:6, 27:15, 31:5, 31:14, 31:23</p> <p>proportionate [2] - 29:8, 29:10</p> <p>proposal [1] - 27:7</p> <p>proposed [2] - 12:15, 12:17</p> <p>provision [1] - 28:7</p> <p>provisions [1] - 14:17</p> <p>PUBLIC [1] - 1:4</p> <p>Public [3] - 3:11, 36:25, 39:3</p> <p>public [7] - 3:14, 6:9, 10:15, 11:22, 11:25, 14:8, 17:20</p> <p>purchase [1] - 35:16</p> <p>purpose [1] - 4:15</p> <p>purposes [2] - 27:17, 28:3</p> <p>pursuant [1] - 3:14</p> <p>pushing [1] - 13:12</p> <p>put [6] - 4:13, 5:14, 11:14, 21:6, 21:10, 31:12</p> <p>puts [1] - 10:25</p>	<p>Q</p> <p>questions [1] - 32:13</p> <p>quite [5] - 4:15, 5:9, 5:13, 5:24, 18:2</p> <p>R</p> <p>raise [1] - 36:5</p> <p>RANDAZZO [5] - 2:7, 9:25, 10:10, 13:22, 18:3</p> <p>Randazzo [3] - 10:3, 38:6, 38:7</p> <p>rate [1] - 30:18</p> <p>RE [1] - 1:5</p> <p>read [2] - 3:11, 5:18</p> <p>reading [1] - 19:6</p> <p>real [3] - 5:5, 14:22, 16:10</p> <p>really [8] - 10:7, 13:3, 15:23, 16:4, 17:8, 31:9, 32:14, 33:17</p> <p>reason [4] - 5:5, 11:12, 11:13, 22:7</p> <p>receive [3] - 20:13, 21:2, 27:25</p> <p>received [1] - 15:24</p> <p>receiving [1] - 27:5</p> <p>recent [1] - 31:7</p> <p>recently [1] - 26:23</p> <p>record [6] - 3:12, 5:25, 11:15, 17:14, 34:19, 39:7</p> <p>recording [1] - 7:25</p> <p>reduce [1] - 7:17</p> <p>reduction [3] - 8:2, 8:3</p> <p>reference [3] - 13:16, 18:10, 18:13</p> <p>reflect [1] - 34:7</p> <p>refused [1] - 7:12</p> <p>REGAN [1] - 2:8</p> <p>regard [1] - 32:23</p> <p>regards [2] - 29:16, 30:23</p> <p>regular [1] - 21:14</p> <p>related [2] - 11:10, 39:9</p> <p>relative [1] - 26:13</p> <p>removed [1] - 10:12</p> <p>rentals [1] - 23:14</p> <p>repeat [1] - 33:9</p> <p>reported [1] - 11:3</p> <p>Reporter [2] - 1:18, 36:14</p> <p>representative [1] - 17:19</p> <p>requesting [1] - 35:7</p>	<p>requests [1] - 19:2</p> <p>requirement [1] - 35:22</p> <p>requires [1] - 22:16</p> <p>research [2] - 13:2, 13:7</p> <p>Research [1] - 13:10</p> <p>resident [1] - 12:7</p> <p>residents [3] - 7:2, 8:19, 11:2</p> <p>resolution [1] - 16:10</p> <p>respect [2] - 6:24, 17:22</p> <p>responsibility [3] - 15:10, 15:14, 17:3</p> <p>review [6] - 12:2, 22:18, 23:3, 23:7, 28:24, 30:13</p> <p>reviewed [5] - 28:5, 28:6, 28:15, 28:19, 29:20</p> <p>reviews [2] - 30:20, 31:8</p> <p>revisit [2] - 20:2, 21:8</p> <p>revisited [1] - 19:16</p> <p>Room [1] - 4:3</p> <p>S</p> <p>sales [2] - 8:2, 9:6</p> <p>scale [1] - 14:4</p> <p>schedule [4] - 19:18, 21:5, 21:9, 21:15</p> <p>School [14] - 10:19, 11:17, 12:13, 15:25, 16:8, 17:9, 18:8, 20:10, 20:17, 20:25, 24:18, 25:22, 29:5, 31:18</p> <p>school [13] - 8:10, 10:21, 11:5, 11:22, 16:14, 20:12, 20:13, 23:20, 27:6, 27:16, 27:19, 33:12, 33:17</p> <p>Schools [2] - 6:18, 10:5</p> <p>scope [1] - 12:3</p> <p>SCOTT [10] - 2:10, 18:4, 21:19, 23:25, 26:18, 27:14, 32:3, 34:14, 34:23, 36:9</p> <p>Scott [2] - 18:5, 34:11</p> <p>seat [1] - 16:6</p> <p>second [1] - 20:7</p> <p>section [1] - 14:16</p> <p>see [3] - 10:11, 23:17, 30:17</p> <p>seeking [1] - 12:10</p> <p>seeks [1] - 7:16</p>
--	--	--	---	---

<p>send [1] - 13:5 senior [1] - 26:24 sensitive [1] - 33:11 series [1] - 6:5 serious [1] - 11:6 service [1] - 11:25 set [6] - 19:17, 22:12, 24:18, 33:22, 39:6, 39:15 setting [1] - 19:14 settlement [1] - 11:7 seven [2] - 5:17, 30:7 share [5] - 10:23, 13:4, 16:22, 29:8, 29:10 show [2] - 27:11, 28:23 shows [1] - 29:22 sign [1] - 9:15 simply [1] - 5:13 sine [1] - 37:2 sit [2] - 30:11, 32:12 slightly [1] - 29:4 sorry [1] - 15:8 speaking [1] - 31:14 speaks [2] - 10:13, 15:19 specific [1] - 32:12 specified [1] - 15:12 spell [1] - 9:16 spoken [1] - 17:14 spreadsheet [1] - 29:22 staff [1] - 21:23 stage [1] - 33:24 standpoint [1] - 21:21 start [1] - 11:23 state [3] - 8:16, 9:20, 23:4 State [4] - 3:16, 5:2, 13:10, 39:4 state's [1] - 13:12 states [2] - 13:23, 14:21 stating [1] - 14:12 stayed [1] - 24:11 stays [1] - 29:8 steel [1] - 8:23 stenographer [2] - 9:16, 9:23 stick [1] - 19:4 still [2] - 29:12, 34:2 stood [1] - 12:6 store [1] - 9:2 stream [1] - 9:23 streaming [1] - 4:13 Street [4] - 1:8, 2:4, 3:21, 4:3 stuff [1] - 32:16</p>	<p>stumbled [1] - 13:8 stupid [1] - 36:6 subheading [2] - 13:23, 15:6 submitted [1] - 36:15 substation [1] - 12:15 Suffolk [1] - 32:25 Superintendent [4] - 6:18, 10:4, 12:21, 18:6 superintendent [2] - 23:24, 24:2 Superintendents [1] - 16:2 superintendents [1] - 23:23 Supervisor [2] - 6:20, 38:8 supports [1] - 10:20 Susan [1] - 38:10 swing [2] - 30:17, 30:22 sworn [1] - 39:6</p> <p style="text-align: center;">T</p> <p>table [1] - 16:6 TAX [1] - 1:5 Tax [3] - 3:9, 3:24, 4:18 tax [16] - 7:18, 7:25, 8:2, 8:3, 8:10, 8:11, 9:6, 11:6, 11:7, 16:11, 19:21, 21:15, 25:23, 29:11, 29:14, 30:18 taxed [3] - 31:17, 31:24, 34:3 Taxes [2] - 15:7, 15:10 taxes [25] - 6:25, 7:10, 7:17, 7:21, 8:4, 9:8, 10:24, 15:11, 15:15, 15:19, 16:23, 20:11, 26:22, 27:5, 27:6, 27:7, 29:24, 30:14, 31:25, 33:3, 33:18, 33:20, 34:10, 35:17, 35:20 taxing [3] - 16:15, 26:15, 31:11 temporary [1] - 23:19 tend [1] - 5:7 Term [1] - 13:23 term [1] - 21:25 terms [9] - 13:25, 18:13, 18:15, 21:6, 22:12, 24:17, 25:4, 31:10, 32:17 testimony [4] - 5:19,</p>	<p>7:14, 39:5, 39:8 THAT [3] - 39:5, 39:7, 39:12 THE [1] - 1:3 therefore [1] - 14:25 third [2] - 30:2, 33:21 thoughts [1] - 18:10 three [1] - 7:24 throughout [1] - 20:2 Title [1] - 3:14 today [3] - 4:14, 5:19, 11:12 today's [2] - 10:15, 18:12 total [2] - 20:15, 25:20 touch [1] - 17:25 touched [1] - 29:2 tough [1] - 23:20 TOWN [1] - 2:3 town [3] - 17:21, 25:23, 33:13 Town [9] - 3:5, 3:10, 3:17, 4:9, 7:16, 10:11, 36:18, 38:4, 38:8 transcript [2] - 36:17, 39:7 transparent [1] - 32:15 trend [1] - 21:12 true [2] - 35:12, 39:7 trust [1] - 28:12 try [7] - 8:13, 9:6, 27:17, 27:21, 32:14, 33:18, 35:23 two [7] - 18:19, 22:20, 22:25, 23:22, 24:10, 26:13, 26:14 type [4] - 20:9, 21:11, 27:4, 28:20 typical [1] - 14:3</p> <p style="text-align: center;">U</p> <p>unanimously [1] - 16:9 under [2] - 11:25, 13:22 understandable [1] - 5:24 UNIFORM [1] - 1:5 Uniform [3] - 3:9, 3:24, 4:18 uniform [1] - 22:6 Union [2] - 10:19, 16:8 unjustly [1] - 10:25 up [12] - 9:15, 9:20, 12:6, 19:14, 21:16, 24:18, 28:17, 32:6,</p>	<p>33:20, 34:3, 34:8, 35:20 update [2] - 4:16, 4:20 updated [1] - 6:5 updating [1] - 5:4 useful [4] - 14:5, 14:13, 14:19, 14:24 UTEP [3] - 4:17, 5:5, 36:25 utilities [1] - 6:10 utility [1] - 14:4</p> <p style="text-align: center;">V</p> <p>vacant [1] - 34:5 value [3] - 7:19, 21:13, 21:16 various [2] - 5:23, 21:25 versus [1] - 29:24 via [1] - 29:15 VII [2] - 11:23, 12:18 village [2] - 26:25, 27:2 Village [13] - 8:9, 11:19, 12:14, 22:17, 23:15, 25:22, 26:16, 26:21, 29:7, 30:4, 30:21, 31:19 villages [5] - 22:20, 22:25, 30:11, 33:12, 33:16 VINCENT [1] - 2:7 Vincent [1] - 10:3 vote [3] - 5:17, 6:4, 23:16 voted [1] - 16:9</p> <p style="text-align: center;">W</p> <p>Washington [2] - 1:8, 3:21 website [2] - 4:5, 5:11 Wednesday [2] - 3:19, 36:24 welcome [1] - 9:10 whack [2] - 31:5, 31:10 WHEREOF [1] - 39:14 widely [1] - 11:3 wild [1] - 30:23 wind [7] - 11:21, 12:16, 13:24, 14:4, 14:24, 15:13, 15:16 Wind [1] - 13:14 winds [1] - 14:11 wish [1] - 8:19 witness [2] - 39:5,</p>	<p>39:8 WITNESS [1] - 39:14 women [1] - 36:6 wood [1] - 8:24 word [4] - 5:8, 5:11, 22:9, 22:10 written [4] - 4:21, 5:8, 5:10, 22:9 wrote [1] - 11:13 www.tohida.com [1] - 4:5</p> <p style="text-align: center;">Y</p> <p>year [10] - 18:19, 20:22, 26:12, 29:21, 30:2, 33:21, 34:4, 34:5 years [2] - 20:19, 20:21 years [37] - 7:6, 14:2, 14:5, 14:13, 14:21, 15:3, 18:15, 18:16, 18:18, 18:19, 18:22, 19:3, 19:9, 19:16, 19:18, 19:24, 21:9, 22:12, 22:16, 22:19, 23:8, 24:11, 24:19, 24:20, 25:15, 26:5, 26:6, 28:5, 28:7, 28:10, 28:19, 29:20, 31:3, 33:23, 35:18, 35:25 yesterday [2] - 10:7, 15:21 York [11] - 1:8, 2:5, 3:15, 3:22, 4:4, 5:2, 8:17, 13:10, 13:14, 14:12, 39:4</p> <p style="text-align: center;">Z</p> <p>Zyder [1] - 38:11</p>
---	--	--	---	--

EXHIBIT

TOWN EXHIBIT A 12/7/22 DF

exhibitsticker.com



3

New York Wind Energy Guide for Local Decision Makers:

Land Agreements



NYSERDA

To develop a wind project, developers must obtain legal rights to the land. A right can be in the form of a purchase, lease, or easement. The type of agreement depends on the infrastructure intended for the land, the developer's business model, and the type of arrangement acceptable to the landowner. The process of securing land rights for wind energy projects usually occurs early in the development stage and may begin with an option agreement (an exclusive right to conduct due diligence on the wind resource, property conditions, and energy market until the developer is ready to move forward with project development).

The most common land agreement for a wind energy project is a lease. Leases allow the developer to spread the payments over the life of the project to minimize upfront costs. And, since the wind project facilities occupy only a small portion of the land, landowners can continue existing land uses, while adding an additional revenue source with a wind energy lease.

It's common for a utility to require land ownership of property where a utility-owned substation will be located. Therefore, if the project includes construction of a new utility-owned substation, depending on the arrangement with the utility, either the developer or the utility will negotiate a purchase agreement directly with a landowner.

Because different agreements can have very different legal and tax implications, landowners should always have an attorney carefully review all agreements.



Easements and Rights-of-Way

A wind project developer may seek to secure land rights that do not necessarily require a lease or purchase of land, including:

- The right to install underground cables (“collector system”) or overhead transmission lines connecting the wind turbines to substations and, ultimately, to the power grid
- The right to cross nonleased land for construction, operation, and maintenance of the turbines and related equipment
- The right to prevent obstacles (buildings, trees) from interfering with the free flow of wind across the turbines
- The right to produce noise, shadows, or other minor nuisances
- The right to use property for off-site mitigation to address assumed impacts within the leased area that cannot be mitigated on-site

An **easement** is a right to use property for a defined use. Easements are commonly used for project development needs on land that does not include wind turbines, substations, or other major project construction and operation features, but that provides rights to adjoining land to prevent impacts to the project. An easement is a nonpossessory property interest that gives the holder—in this case, the developer—a right of use over the property, or that prevents landowners from doing something that is otherwise lawful, but that would be detrimental to the wind project. For instance, an easement might prohibit landowners from putting up a grain silo directly upwind of a turbine. Because easements convey property rights, they must be in writing and filed with the proper municipality or county recorder. The easement will run in perpetuity (forever) unless the instrument granting the easement provides for a term of years. Developers usually offer a one-time, lump-sum payment for the easement.

A **right-of-way (ROW)** is an easement that allows a developer to cross land with project features, such as access roads, transmission lines, or underground cabling. A ROW is also a nonpossessory property interest that gives the holder rights, for a set term or in perpetuity, to access or cross the land. As with a standard easement, a ROW must be in writing and must be filed with the proper municipality or county recorder. Any rights to alter the property within the ROW at a future date must be negotiated with the ROW holder. Developers usually offer one-time, lump-sum payments for ROWs; however, for transmission line ROWs, leases are not uncommon.

Neighbor Agreements and Variances

Neighbor agreements or “participation agreements,” are written agreements between developers and landowners whose property is directly adjacent to a project. Like easements and rights-of-way, neighbor agreements usually involve compensation to a landowner and are considered mitigation for a quantifiable impact to the landowner. Quantifiable impacts typically addressed by neighbor agreements include noise, and visual and general construction nuisances. Landowners are not typically compensated for their general dislike of a project; however, public involvement and testimony is a standard part of the land-use process in New York State and provides an opportunity for a landowner to share concerns about a project and shape the decision process. (See Local Role in Planning and Permitting for more information.)

Variances are used to address a land-use regulation when a developer wishes to get an exception to plan a project. Examples include when turbines or other project features are sited within a setback zone, or when a noise limit is exceeded at a residence due to a turbine’s placement. If the local jurisdiction has a variance process for the applicable regulation, a developer may seek a variance from the zoning board. A local jurisdiction may require a developer to show evidence of all applicable variances when a land-use application is submitted, or before it issues a land-use decision. For participating landowners (those under lease or

other property agreements with the developer), the compensation for a variance may be assumed in the lease agreement. For nonparticipating landowners, a developer may request that a neighbor agreement or some other form of agreement be executed to document the agreement and the associated compensation. Compensation for variances and neighbor agreements are typically one-time, lump-sum payments.

Lease Agreements

Under a **lease agreement**, the developer rents a portion of the property for a term of years. The lease is a written contract between the landowner and the developer, spelling out the landowner's rights and obligations, and the rights and duties of the developer. This document will govern the relationship between the landowner and developer over the life of the wind project. From the standpoint of the developer, the most important aspect of the lease is that it secures the exclusive right to use defined sections of the property for development, installation, operation, and maintenance of wind turbines and related equipment. To most landowners, the critical elements of the lease include provisions dealing with payments (how much, when, and under what conditions) and a property owner's right to continue to use the property for farming, hunting, or other purposes that aren't in conflict with the project. A well-crafted lease will deal with all facets of the wind operation from its inception to its decommissioning. It will address the duration of the agreement, the total acreage affected, ownership of the wind farm equipment, responsibility for taxes and utilities, indemnity and liability insurance, access, the developer's right to install signs and give tours of the facility, and every other aspect of the relationship between the landowner and developer. Several of these issues are covered in more detail below.

Option Agreements

In the early stages of project development, a developer may want to assess the feasibility of developing a project prior to executing a lease. This can be done under an option to lease agreement or "option agreement." The **option agreement** allows the developer access to the land to install wind energy measurement devices, such as meteorological towers and sonic detection and ranging (SODAR) equipment. An option agreement may also be secured with a landowner within the project area where no equipment will be installed, merely to secure the right to future development. An option period established in the agreement can vary in length, depending on how advanced the development project is and the business plan of the developer. Typical option periods last from two to five years, allowing a developer adequate time to assess project feasibility. During an option period, a developer is not only testing the feasibility of the wind resource, but also assessing potential environmental impacts and construction feasibility, and marketing the anticipated power output. It is common for the option agreement and lease agreement to be negotiated concurrently, where the option agreement expires at a certain date and the developer either decides to execute a lease agreement or cancel any rights to the property. As with long-term leases and easements, option agreements usually include payment according to a set schedule, and, in some cases, may include incremental increases, which encourages a developer to act quickly to determine the project's feasibility instead of tying up land for an indefinite amount of time. A developer is not inclined to make significant investments in real estate until they are confident with the feasibility of the project; therefore, option agreements typically include modest fees.

Lease Agreement Terms

Leases should be carefully developed so they clearly address issues important to the project developer and landowner at the time the lease starts, during the full life of project operations, and during project decommissioning. In some cases, the original parties to a lease will change throughout the life of the project, so it's important that all potential issues are clearly spelled out to prevent future misinterpretation.

Below is a summary of the typical lease terms that both parties tend to be most concerned with during negotiation.

Developer's Lease Goals

- Long-term with clearly defined amendment rights and extension options
- Well-defined, unimpeded rights to access and use of the property for all potential project development, construction, and operation activities
- Well defined payment structure that spreads the real estate costs over the life of the project and is tied to predictable metrics, such as land acreage and wind-project power output
- The ability to transfer the lease without approval from the landowner

Landowner's Lease Goals

- Fair and adequate compensation for use of the property and loss of certain rights
- Well-defined, clearly established rights for continuing uses on the property
- Default terms and responsibilities of the developer at the end of the project
- Indemnification
- Clearly established measures for reducing unintended impacts

Term

Wind power leases generally have terms of 20 to 40 years, often with an option for extending the lease. A typical utility-scale wind power project has a useful life of 20 years. Developers will typically want an agreement that can be extended without significant negotiation and risk to the project, so options to extend may be written into the contract. Some contracts include clauses specifying the conditions under which either party has the right to terminate the contract. These termination clauses need to be reasonable so the risk of installing the wind turbine equipment and then having the lease terminated is low and manageable.

Area Leased

The lease should clearly state where facilities planned for the project are to be located. It is common at the early stages of development for a developer to be unsure about the exact location of infrastructure; however, areas of development can be established, and a landowner can exclude certain areas from development. Any desired setbacks from residences and property lines should be stated. Because construction and major repairs require more activity on the land than routine operations, the lease should include a provision for temporary land use during such periods for equipment storage; cranes; and other construction, operations, and maintenance activities.

A typical lease would give the sole discretion to the developer to determine the size, type, manufacturer, and exact location of wind turbines, but would exclude the developer from locating certain infrastructure within setback areas established during the lease negotiations.

Landowner's Approved Uses

The lease should clarify what uses the landowner reserves for land not developed as part of the wind project. The landowner typically reserves the right to continue to grow crops, raise cattle, or otherwise use the land. Most rural land uses are compatible with wind power projects; however, there can be some restrictions. For example, a developer may ask that hunting be restricted in the area around the turbines, for fear of vandalism to expensive equipment and compliance with insurance clauses. In these cases, it's possible that the income a landowner can earn from leasing land for wind power project development can more than offset any income lost by switching to another land use. Developers will also be concerned with any uses that could affect the wind in the area of the turbines. For example, tree crops or large structures could be restricted. The landowner's access to their property should not be limited; however, a developer may want notification when a landowner plans to harvest crops or repair roads so no conflicts arise with regularly scheduled project maintenance.

Upwind Blockage

Developers have an interest in protecting the project site from any future upwind development that could adversely impact the wind resource on the project site. If the same landowner owns the upwind land, the lease may include provisions addressing this issue. The developer may want an easement to prohibit any development within the upwind property that might impact the wind at the turbine sites. The extent of this potential problem depends on the topography of the land and the wind characteristics. The extent to which upwind development affects a project depends on the distance to the project. While properties more than 2 kilometers away are not usually of concern, the appropriate distance of concern depends on the size of the upwind project and atmospheric conditions.

Crop Protection

Normally, wind turbines can operate in productive fields with minimal interference. However, crop damage may occur in some situations, and the lease should address how this will be handled. Typical lease provisions require developers to use best efforts to minimize damage, but allow for the possibility that damage may occur and subject the party causing the damage to paying appropriate compensation. Typically, a landowner would receive payment from the wind power project for such crop damage. Damage is calculated as the lost amount of product multiplied by the market price for the crop in the season the crop was damaged or destroyed. Impacts to fallow fields are usually not compensated.

Road Maintenance

The lease should identify responsibilities for maintenance of existing and new access roads. Generally, the wind power developer is responsible for this maintenance. The provisions should protect the property owner by allowing for penalties if maintenance is not performed after a reasonable request and time passage.

Decommissioning

Leases should include provisions for decommissioning the project at the end of its useful life. This includes removing wind turbines; transformers; wiring, which penetrates above ground; and the top part of foundations—and returning the land as close to its original condition as possible. The lease should also address the timely removal or disposal of damaged equipment. As part of the land-use permitting process, it is common for land-use authorities to require a developer to execute a decommissioning agreement and establish a bond, naming the county Industrial Development Agency (IDA) (or similar economic development organization) as the benefactor. Landowners should not rely on the IDA to cover their costs of decommissioning in the event a developer defaults on a contract and leaves equipment in place. Instead, landowners should ensure provisions are written into the contract to adequately protect them in such an instance.

Taxes

Responsibility for payment of property taxes should be clearly specified in the lease. The wind power project developer generally assumes responsibility for any increases in property taxes associated with the wind power project.

Typical Payment Structures

It's important to understand that a property's location within a proposed project area doesn't necessarily guarantee that a turbine will be placed on the property. There are many factors that contribute to the design of a project layout, and the distribution of turbines across the project area is not determined until the later phases of project development. Some developers do, however, compensate landowners adjacent to turbine installations—this amount is usually less than a full lease, but more than an option agreement.

Royalties

The most common compensation structure is the royalty payment. In **royalty arrangements**, the developer pays the landowner a percentage of the revenue received from the electricity produced by the turbines. This percentage is negotiated between the landowner and the developer. Royalties ensure an ongoing economic relationship between the developer and the landowner, and guarantee benefits for the landowner, provided the turbines generate the expected power. Royalties fluctuate with project revenue, based on both variable production and variable energy prices. Revenue is based on both variable production and variable energy prices. Revenue can be measured by gross receipts or metered production multiplied by the price of power paid to the project. One well-accepted option is for the wind power project operator to provide a summary of gross receipts along with each royalty payment (quarterly, annually, or other payment period agreed to in the contract), with project operators allowing landowners access to the data upon request. The landowner does not have a say in the price of the electricity that is sold.

Today in the United States, wind power project land-leasing royalties tend to be within the range of 1% to 4% of gross revenue, with the majority being between 2% and 3%. This royalty payment can be expressed in terms of a percent of production (MWh). In most cases, the percentage is a fixed number throughout the term of the lease.

Royalties are paid on a per-turbine production basis based on the average turbine production across the project (overall project generation divided by number of turbines in the project). The advantage of this arrangement versus payment on output of a specific turbine is that the pooling arrangement takes into account the production of the entire project and reduces the effects of variability of individual turbine production or the possibility that one turbine could suffer from operations problems.

Often, lease payments based on a percentage of gross revenue are supplemented by a guaranteed minimum payment. Minimum payments essentially serve as a floor price and guarantee that landowners receive some revenue, even if the wind turbines experience more than typical maintenance outages or if winds are lower than expected in any given year, producing less energy and generating less revenue.

Flat- or Fixed-Fee

In a flat- or fixed-fee arrangement, the developer and landowner agree on a fixed fee—per turbine, per unit of land, or per megawatt (MW) of installed capacity—to be paid by the developer on a monthly or yearly basis. The payment reflects the total amount of land made available by the landowner for meteorological towers, turbines, turbine spacing requirements, access roads, and control and maintenance buildings. This ensures transparency and clarity, and provides both the landowner and project developer with certainty about future income or payment streams.

One-Time, Lump-Sum Payment

This type of contract is the least common arrangement. It may be satisfactory to both parties if the landowner is in need of immediate cash and is willing to forego the prospect of a steady income stream, and the developer has the ability to release a large amount of cash up front. This arrangement is most common for easements and ROWs.

Typical Payment Range

In a study conducted by Windustry in 2009, lease details were summarized to provide landowners with an idea of the current market rate for wind energy leases. Due to the fluctuating energy market and changes in methods for financing wind energy projects, prices noted in the 2009 study are not necessarily representative of what a landowner should expect today. Additionally, landowner payments may vary both within and across projects based on several factors. It is advised to have a real estate attorney (with an understanding of the current energy market and typical wind energy lease structure) review lease proposals from developers to assess what a landowner is being offered.

Lease rates are likely to be highest in regions and states with a more competitive renewable energy market, for example, in states with Renewable Portfolio Standard laws and/or financial incentives. Additionally, the price of energy varies across markets, so the price of renewable energy will also vary. The Windustry study summarized lease prices from 1998 through 2008 and found a trend of increasing lease rates as the wind energy market matured. Data was not available beyond 2008, so it can't be confirmed that the trend toward increasing lease payments continued. In fact, it's likely that lease prices leveled off, and in some places were reduced to reflect the lower prices of wind energy in the current market. The study found the average per-turbine per-year lease payment in 1998 was \$1,650 and the average per-MW per-year payment was \$2,300. In 2008, the average per-turbine per-year lease payment was \$5,400 and the average per-MW per-year payment was \$3,500. The per-acre payment for temporary impacts and leases for infrastructure other than turbines (including access roads, easements, and ROWs) varies across regions as well. Typically, the price reflects the value of the crop or land that is impacted. Market value for land should be considered, as well as the value of any crop or livestock displaced or affected by installed infrastructure, in determining the appropriate per-acre cost.

Additional Resources

[Windustry: Wind Energy Easements and Leases: Compensation Packages](#)

[NYSDAM: Guidelines for Agricultural Mitigation for Wind Power Projects](#)

Public Hearing TOH IDA - December 7, 2022

VR Vincent Randazzo <
To: Fred Parola; Edie Longo; Laura Tomeo
Cc: Anthony P D'Esposito; Matthew F Paccione; doncla@hempsteadny.gov +5 others

👍 ⏪ ⏩ ...
Mon 12/5/2022 11:00 AM

📎 Letter to the TOH IDA 12-5-2022 F... ✓
126 KB

Good morning,

The Island Park UFSD is aware that a public hearing has been noticed to take place at Town Hall on December 7, 2022, for the purpose of considering the adoption of an amended uniform tax exemption policy. Please see the attached letter which outlines the concerns of the Island Park UFSD with respect to the proposed amendments.

The District requests that this letter be entered into the record at the public hearing, which has been noticed to take place on December 7, 2022.

Respectfully,

Vincent Randazzo

Island Park UFSD
Superintendent of Schools

Phone 516-434-2600

Web <http://www.ips.k12.ny.us/>

Twitter @Supt_IPS

↩ Reply ⏪ Reply all ⏩ Forward

Island Park Schools

99 RADCLIFFE ROAD
ISLAND PARK, NEW YORK 11558



PHONE (516) 434-2600
FAX (516) 431-7550

MR. VINCENT RANDAZZO
SUPERINTENDENT OF SCHOOLS

EXHIBIT

TOWN EXHIBIT C 12/7/22 DF

exhibiticker.com

December 5, 2022

Town of Hempstead Industrial Development Agency
350 Front Street
Hempstead, NY 11550-4037

Re: Issuance of PILOTS and Other Tax Reductions

Dear Members of the TOH IDA,

The Island Park UFSD is aware that a public hearing has been noticed to take place at Town Hall on December 7, 2022, for the purpose of considering the adoption of an amended uniform tax exemption policy.

After review of the Notice of a Public Hearing, I am writing to express the District's concerns with respect to the proposed amendments to the Uniform Tax Exemption Policy and Guidelines. Specifically, we object to the proposed amendment to Section I. A. Real Property (paragraph thirteen) which would allow a term of up to 25 years for a PILOT pertaining to electrical power generating facilities, electrical storage facilities, co-generation facilities, energy transmission lines or facilities, including transmission lines, poles and underground conduits, undersea electrical cables, convertor stations, electrical interconnect facilities, equipment and substations, natural gas pipelines and pumping stations, Renewable Energy Systems, and other energy projects.

The TOH IDA must consider the impact that this amendment would have on the Island Park UFSD. Recently, it was announced that Equinor, the lease holder for the Empire Wind II Windfarm, submitted an Article VII application with a proposal to construct and operate a major transmission infrastructure along the south shore of Long Island. Equinor's application includes a proposed substation within the boundaries of the Island Park UFSD and the Incorporated Village of Island Park, which are both located within the Town of Hempstead. It is important to point out that the TOH IDA's proposed policy to grant a tax exemption and award a twenty-five-year PILOT, will undercut the District's ability to negotiate a fair PILOT agreement on any parcels related to Equinor's power generating facilities and/or any future use of the E. F. Barrett Power Plant parcels.

Please be advised that the Island Park Board of Education trustees unanimously passed a resolution on May 11, 2021, opting out of the exemption for solar and other renewable energy systems provided for by RPTL § 487. As a result, the TOH IDA must recognize its legal

obligation to provide the Island Park UFSD with a "seat" at the negotiating table so that any PILOT related to tax assessments for renewable energy projects, within the boundaries of the School District, are to the benefit of both the developer(s) and the taxing jurisdictions.

It is unfathomable that the Agency would consider providing a twenty-five-year tax exemption on these new electrical power generating facilities during the "technological revolution." As we have all learned, the future of technology does not appear to be slowing down and only looks to be increasing. Given the fact, that these new green energy technologies are relatively new to the United States, and we have no ability to truly determine the "useful life" of the equipment that will be used as part of the electric transmission system to connect the offshore wind farm to the point of interconnection, how could the TOH IDA justify a twenty-five-year PILOT? Indeed, it is certainly possible that after 25 years this technology would be considered obsolete, and Equinor could then claim an assessed value of at or near zero when the property is finally restored to the tax rolls. Having been burned once regarding the Barrett power plant, the Island Park community cannot withstand a second hit to its tax base.

On April 25, 2022, the Nassau County Legislature voted to approve a Tax Certiorari Settlement Agreement between the County and LIPA with respect to two power generating facilities in Nassau County (EF Barrett - Island Park & Glenwood Landing - North Shore). The settlement agreement went into effect for the 2022-2023 school year. Over the next five-year period, this agreement reduces the amount of property tax LIPA pays by approximately 46.5%.

It should be noted that the proposed Empire II Wind Farm and its electric transmission system, which will connect the offshore wind farm to the point of interconnection in the Village of Island Park, will provide the residents of this community with some relief from the "fiscal cliff" caused by the LIPA/Nassau County Tax Certiorari settlement.

It is our hope that the TOH IDA recognize the harm that such proposed amendments will create for the students, families, and community members of Island Park and reconsider adopting such amendments.

Respectfully,



Vincent Randazzo
Superintendent of Schools

Cc: Donald Clavin, Supervisor, Town of Hempstead
Anthony D'Espostio, Councilman, Town of Hempstead
Patricia Canzoneri-Fitzpatrick, Senator-Elect, NYS Senate
Robert Cohen, Lamb & Barnosky, District Counsel
Katherine Gavett, Ferrara & Fiorenza, Special Tax Counsel
Joseph Shields, Ferrara & Fiorenza, Special Tax Counsel

Instagram

Search

EXHIBIT

TOWN EXHIBIT D 12/7/2022 DF



tohsupervisor
Town of Hempstead

...



hempstead_ida
Town of Hempstead IDA



Suggestions For You



instagram
Instagram Official Account



naomi
Instagram recommended



bryant
Instagram recommended



chrisbrownofficial
Instagram recommended



teegrizzley
Instagram recommended

About · Help · Press · API · Jobs · Privacy · Terms
Language

© 2022 INSTAGRAM FROM META



36 likes

tohsupervisor Today I joined Congressman-elect/Councilman @anthonydespo, Island Park Public Schools Superintendent Vincent Randazzo, and the entire @hempstead_town Board in calling on the Town of Hempstead IDA to prevent utility companies from obtaining PILOTs.

We support the many smart development projects approved by the TOH IDA, however we cannot allow public utility companies to benefit from tax breaks while their rates continue to increase.

#READ by clicking the link in my bio!

View 1 comment

16 HOURS AGO



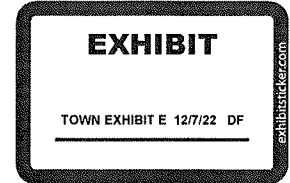
Add a comment...

Post



Michael Lodato

From: Michael Lodato
Sent: Tuesday, December 6, 2022 1:35 PM
To:
Subject: RE: Contact Us Form From TOHIDA



No problem. Have a great day!

Michael Lodato
Deputy Executive Director
Town of Hempstead
Industrial Development Agency &
Local Development Corporation
(516) 414-6581 Phone
(516) 489-3179 Fax

From:
Sent: Tuesday, December 6, 2022 1:34 PM
To: Michael Lodato
Subject: Re: Contact Us Form From TOHIDA

Thank you for the quick update.

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

From: Michael Lodato <info@tohida.org>
To:
Sent: Tue, Dec 6, 2022 1:21 pm
Subject: RE: Contact Us Form From TOHIDA

Thank you Susan for your comments. Any proposed changes to Power Plants or Utilities have been deleted from the version that will be considered by the Board after the public hearing. There are no major changes to the policy currently followed by the Town of Hempstead IDA.

Thank you,

Michael Lodato
Deputy Executive Director
Town of Hempstead
Industrial Development Agency &
Local Development Corporation

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

From: TOHIDA <info@tohida.org>
Sent: Tuesday, December 6, 2022 1:14 PM
To: Michael Lodato <info@tohida.org>
Subject: Contact Us Form From TOHIDA

Your Name: Susan P ORourke
Email:
Phone:
Address:

Message: I understand that you are meeting to consider PILOTS to utility companies. As an Island Park resident, I am already impacted by a PILOT granted on the Barrett plant. The Equinor project is now coming in and talking about getting a PILOT. This area can not take any further impact of such a PILOT and ask that you act to not allow any future PILOTS to utility companies that can well afford to pay the full freight.

--

This e-mail was sent from a contact form on tohida.org

Michael Lodato

From: Michael Lodato
Sent: Tuesday, December 6, 2022 3:19 PM
To: joseph zydor
Subject: RE: Pilots for Utilities

EXHIBIT

TOWN EXHIBIT F 12/7/22 DF

exhibitstickers.com

Thank you Ms. Zydor for your comments. Any proposed changes to Power Plants or Utilities have been deleted from the version that will be considered by the Board after the public hearing. There are no major changes to the policy currently followed by the Town of Hempstead IDA.

Thank you,

Michael Lodato
Deputy Executive Director
Town of Hempstead
Industrial Development Agency &
Local Development Corporation
(516) 414-6581 Phone
(516) 489-3179 Fax

From:
Sent: Tuesday, December 6, 2022 3:12 PM
To: Michael Lodato
Subject: Pilots for Utilities

Hi Michael

I stand with Supervisor Calvin & Town Council requesting that the Agency never grant a Pilot to Utilities

Thank you

Enjoy the Holiday Season

Margaret Zydor



*"Leading for the Success of
All Students in Nassau County"*

**Executive Board
President**

Dr. Dominick Palma
Merrick UFSD
Merrick, NY 11566

President-Elect

Dr. Maria Rianna
Glen Cove CSD
Glen Cove, NY 11542

Vice President

Dr. Shari Camhi
Baldwin UFSD
Baldwin, NY 11510

Treasurer

Dr. Teresa Prendergast
Great Neck UFSD
Great Neck, NY 11020

Secretary

Mr. Paul Defendini
Farmingdale UFSD
Farmingdale, NY 11735

Past-President

Dr. Michael Nagler
Mineola UFSD
Mineola, NY 11501

Northeast Quadrant Leader

Dr. Thomas Rogers
Syosset CSD

Northwest Quadrant Leader

Dr. Jared T. Bloom
Franklin Square UFSD

Southeast Quadrant Leader

Mr. David Schneider
Bethpage UFSD

Southwest Quadrant Leader

Mr. Daniel Rehman
West Hempstead UFSD

Executive Director

Dr. Ranier Melucci
rwmelucci@gmail.com

November 30, 2022

EXHIBIT

TOWN EXHIBIT G 12/7/22 DF

Town of Hempstead Industrial Development Agency
350 Front Street
Hempstead, NY 11550-4037

Re: Issuance of PILOTS and Other Tax Reductions

Dear Members of the Agency;

The Nassau County Council of School Superintendents is aware of a public hearing scheduled to take place at Town Hall on December 7, 2022 for the purpose of considering the adoption of an amended uniform tax exemption policy.

The NCCSS supports efforts to encourage the development of commercial properties and affordable housing within our Nassau County communities as a resource to the community and a financial partner in bearing its fair share of taxes.

We are opposed to all actions on the part of the IDA that would include the issuance of PILOTS and other short-term or long-term tax reduction benefits as part of any property development agreement. This will unfairly place additional financial burdens upon community residents in which these properties conduct business. We encourage the IDA to include school district officials "at the table" when decisions will impact school taxpayers.

Sincerely,

Dominick Palma, Ph.D.
President, Nassau County Council of School Superintendents

CC: Mr. Clavin, Hempstead Town Supervisor