# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

#### **Records Retention and Disposition Policy**

WHEREAS, the Town of Hempstead Industrial Development Agency ("the Agency") intends to establish a uniform policy for the retention and disposal of records; and

WHEREAS, the Agency intends to follow the guidance of the Town of Hempstead and New York State authorities regarding records management; and

WHEREAS, records management is an integral function of an Industrial Development Agency as it pertains to compliance with New York State governing authorities; and

WHEREAS, an Agency "record" shall be defined as any book, paper, map, photograph, electronic file, information-recording device, regardless of physical form or characteristic, that is made, produced, executed, or received by any officer of the Agency pursuant to law or in connection with any Agency transaction; and

WHEREAS, all Agency records are considered to be the property of the Town of Hempstead Industrial Development Agency, and therefore no individual Agency employee has, by virtue of his or her position, any personal or property rights to such records, even though he or she may have created, composed, written, developed, compiled, or received them; and

WHEREAS, New York State Law (Penal Law, 175.20 and 175.25) prohibits tampering with public records and makes such offenses either a class A misdemeanor or a class D felony, and that the unauthorized destruction, removal from files, or use of government records is prohibited; and

WHEREAS, in accordance with Article 57-A of NYS Arts & Cultural Affairs Law and Part 185 of 8-CRR-NY Records of Public Corporations, the Agency shall establish procedures for the orderly and efficient management of records;

NOW THEREFORE, BE IT RESOLVED, that in accordance with New York State Law, the Agency shall designate a Records Management Officer (RMO), who will be charged with the administration of the management of current and archival records in conformity with the Laws of the State of New York, and shall furthermore be the legal custodian of the records. Appointment of the RMO shall be made by the Agency's Board of Directors; and

BE IT FURTHER RESOLVED, that access to records shall be made, pursuant to and governed by Article 6 of the Public Officers Law of the State of New York; and

BE IT FURTHER RESOLVED, that Agency Counsel is hereby designated as the appeal entity for determination of denials to access to records. The counsel shall within 10 days of receipt of an appeal fully explain in writing to the person or entity requesting access to the record, the reason for denial; and

BE IT FURTHER RESOLVED, that Agency Counsel may take any and all appropriate steps to recover agency records which have been removed from proper custody, and may, when necessary, institute any and all actions in a court of competent jurisdiction to recover such records; and

BE IT FURTHER RESOLVED that the Agency shall establish a Records Management Committee, designated to work closely with and provide advice to the RMO, and shall consist of the CEO, CFO, two members of the Board of Directors and IDA Counsel. Such appointments shall be made by the Agency Board of Directors; and

BE IT FURTHER RESOLVED, the Town of Hempstead Industrial Development Agency hereby adopts the guidance contained within the Records Retention and Disposition Schedule for New York Local Government Records (LGS-1) containing the legal minimum retention periods for municipal and governmental records; and

#### BE IT FURTHER RESOLVED, that:

- (a) only those records will be disposed of that are described in the Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; and
- (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established legal minimum periods; and therefore

BE IT FURTHER RESOLVED, that the Agency will retain records for minimum of 7 years and a maximum of "Permanent", pursuant to LGS-1 Economic/Industrial Development, Items 337-338; and

NOW THEREFORE, BE IT RESOLVED, the Town of Hempstead Industrial Development Agency authorizes the implementation of the Records Retention and Disposition Policy.

Resolution Number: 050-2022
Adopted:
Ayes:
Nays:
Flo Girardi, Chairman

1 4' NI 1 050 0000

# Town of Hempstead Industrial Development Agency Sexual Harassment Policy

The Town of Hempstead Industrial Development Agency is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Town of Hempstead Industrial Development Agency's commitment to a discrimination-free work environment. Sexual harassment is against the law and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Town of Hempstead Industrial Development Agency. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

#### Policy:

- 1. The Town of Hempstead Industrial Agency's policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Town of Hempstead Industrial Development Agency. In the remainder of this document, the term "employees" refers to this collective group.
- 2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
- 3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Town of Hempstead Industrial Development Agency will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Town of Hempstead Industrial Development Agency who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, Chairman, or Agency Counsel. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
- 4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Town of Hempstead Industrial Development Agency to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

- 5. The Town of Hempstead Industrial Development Agency will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Town of Hempstead Industrial Development Agency will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
- 6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Town of Hempstead Industrial Development Agency will provide all employees a complaint form for employees to report harassment and file complaints.
- 7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to Agency Counsel of the IDA.
- 8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

### What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

#### **Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - o Bullying, yelling, name-calling.

#### Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace.

Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

#### Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

## **Retaliation**

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law:
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

## **Reporting Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. The Town of Hempstead Industrial Development Agency cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may

constitute sexual harassment is encouraged to report such behavior to Management, Counsel, CEO or Chairman. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, Counsel, CEO or Chairman.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

### **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to CEO or Chairman.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

## **Complaint and Investigation of Sexual Harassment**

**All** complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Town of Hempstead Industrial Development Agency will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Counsel, CEO or the Chairman will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - o A list of all documents reviewed, along with a detailed summary of relevant documents;
  - o A list of names of those interviewed, along with a detailed summary of their statements;
  - o A timeline of events:
  - o A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint
  was made of the final determination and implement any corrective actions identified in the
  written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

## Legal Protections And External Remedies

Sexual harassment is not only prohibited by Town of Hempstead Industrial Development Agency but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at Town of Hempstead Industrial Development Agency, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

#### State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to Town of Hempstead Industrial Development Agency does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: <a href="https://www.dhr.ny.gov">www.dhr.ny.gov</a>.

Contact DHR at (888) 392-3644 or visit <a href="https://dhr.ny.gov/complaint">dhr.ny.gov/complaint</a> for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

#### Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <a href="https://www.eeoc.gov">www.eeoc.gov</a> or via email at <a href="mailto:info@eeoc.gov">info@eeoc.gov</a>.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit <a href="https://www.nyc.gov/html/cchr/html/home/home.shtml">www.nyc.gov/html/cchr/html/home/home.shtml</a>.

#### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Adopted:	
Resolution:	049-2022
Ayes:	
Nays:	
Florestano G	irardi, Chairman

# Town of Hempstead Industrial Development Agency Policy on Fund Balance

It is Board's fiduciary duty is to provide a fiscally responsible financial plan that considers both the short and long-term needs of the IDA.

While the expenditures for the base operations of the IDA are stable, the revenue streams are typically dependent on the number and magnitude of projects that are approved. Even when one or more projects may be pending, the actual timing of closings is dependent upon many external factors, including the ability of the applicant to obtain financing, the current economic conditions, and relationships with the applicant's key business partners. These factors contribute to a sometimes extended period of time between the company's IDA application and closing.

#### Level of Fund Balance

Given the possibility of a lengthy period elapsing before project fees are realized, a reasonable minimum, fund balance level would be approximately four times the average annual expenses. The maximum target level will be eight times the average annual budget for the previous three years.

#### Actions to be Taken to Maintain the Fund Balance

If the fund balance is projected to fall below the minimum targeted level by calendar year, a plan for recommended expenditure reductions and/or revenue increases shall be submitted to the Finance Committee as well as the CEO and the Chief Financial Officer. The plan to restore the minimum/maximum fund balance will be presented and adopted by the Board.

The Policy, and the determination of the appropriate minimum/maximum balance amount, shall be reviewed annually.

Created 9/23/2021
Resolution# 051-2022
Ayes:
Nays:
Adopted: December 20, 2022

Florestano Girardi Chairman

#### RESOLUTION

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

### CONTRACT WITH MASSA & ASSOCIATES, INC.

WHEREAS, the Town of Hempstead Industrial Development Agency deems it necessary to have all financial information reviewed and audited by a certified public accountant and actuary firm and;

WHEREAS, the governmental Accounting Standards Board has released a statement establishing standards for the measurement, recognition and display of post-employment benefits, expenditures and related liabilities other than pensions; and

WHEREAS, the Agency has selected the actuary firm of Massa & Associates Inc. to enter into a contract for review year 2022 with the IDA to prepare all reports, statements and updates related to the post-employment benefits of all employees as required by the GASB 74/75,

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead Industrial Development Agency hereby retains Massa & Associates, Inc., 100 North Centre Avenue, Suite 400, Rockville Centre, NY 11570, as the actuary firm for the Agency, subject to the approval of a contract as to form by Agency Counsel, for an amount not to exceed \$1896 for the post-employment benefit reports, statements and updates for the 2021 Audited Financial Statements

Adopted: December 20, 2022 Ayes: Nays:
Resolution Number: 045-2022
Chairman:

# AGREEMENT BETWEEN MASSA & ASSOCIATES, INC. AND THE TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY REGARDING ACTUARIAL SERVICES

This Agreement is made and entered into this day of , 2022, by and between Massa & Associates, Inc. (hereinafter called the "Actuaries") and the Town of Hempstead Industrial Development Agency (hereinafter called "TOH Industrial Development Agency"). This agreement specifies the services that will be provided by the Actuaries for the Postemployment Health Insurance Benefits for employees of the TOH Industrial Development Agency.
Actuarial Services
The Actuaries will determine costs and liabilities as of December 31, 2022 using roll forwards from results of the actuarial valuation as of December 31, 2020. These costs and liabilities will be used to create a report subject to requirements of GASB 74/75. The report will provide all information required by the accountants for the TOH Industrial Development Agency.
The Actuaries will issue the report in a time frame that is acceptable to the TOH Industrial Development Agency. After the report has been issued, the Actuaries will make it a priority to provide supplementary information and confirmations requested by the accountants. The report will be issued and all required information will be provided to the accounts no later than March 1, 2023.
Fee for Services
The fee for these services is \$1,896. It will be payable after all of the services above have been completed.
The parties have caused this Agreement to be executed by their duly authorized officers on this day of, 2022.
Massa & Associates, Inc.
By:
Title:
Date:
Town of Hempstead Industrial Development Agency
By:
Title:

Date:

#### RESOLUTION

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

# PROCUREMENT OF ADVERTISING/MARKETING FIRM Giovatto Agency 2023 Contract

WHEREAS, the Advertising/Marketing Committee of the Town of Hempstead Industrial Development Agency (TOHIDA) makes a recommendation to the full board at meeting on December 20, 2022 to hire Giovatto Agency, 307 West Penn St., Long Beach, NY, 11561 to host and maintain the TOHIDA website and;

WHEREAS, the budget has been allocated for hosting and maintenance of the TOHIDA website, for an amount not to exceed \$5,000.00 for the calendar year 2023;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Industrial Development Agency has chosen to enter into a contract with Giovatto Agency, 307 West Penn St, Long Beach, NY, 11561, for the period beginning January 1, 2023 – December 31, 2023, to host and maintain the TOHIDA website, for an amount not to exceed \$5,000.00 for the calendar year 2023, subject to approval of a contract as to form by Agency Counsel.

Adopted: December 20, 2022
Ayes:
Nays:
Resolution Number: 047-2022
Chairman

## Giovatto Agency

2023 Agency of record Terms of Agreement for the Town of Hempstead

Industrial Development Agency (TOHIDA)

This agreement confirms that Giovatto advertising agency is appointed as marketing advertising and sales promotion agency of record for the Town of Hempstead Industrial Development Agency (TOHIDA)

The following terms will apply:

1) This agreement with the Giovatto agency shall become effective January 1, 2023, and shall continue for a minimum of one (1) year, unless terminated on at least (30) days prior by written notice given to the Town of Hempstead Industrial Development Agency, or by Giovatto agency.

Such notice of termination shall be sent by registered or certified mail, return receipt requested, to the principal place of business of the party to whom such notice is directed. In the event of giving such notice of cancellation, Giovatto agency shall nevertheless continue to receive the remuneration earned pursuant to this agreement during such (30) day to the date of termination of all advertising.

- 2) For Creative, preparation and Production, Giovatto agency will prepare a cost estimate. When TOHIDA shall evidence its approval of a written estimate submitted by the Giovatto agency by signing and approving the same, Giovatto agency may enter into contracts.
- 3) All advertising run in all media, including but not limited to newspapers, magazines, billboards, radio and television, Internet, will be placed through Giovatto agency and all media billing will be sent directly to the Giovatto agency and Giovatto agency will bill out Media costs to the Town of Hempstead IDA, at the gross rate. Media billing will be sent to the Town Of Hempstead IDA at the end of each month; payment is requested within (7) days of receipt.
- 4) If upon TOHIDA requests, media contracts are taken out and client-agency relations are severed, TOHIDA agrees to pay "short rate" on any outstanding contract obligations.

## Giovatto Agency

- 5) The Giovatto agency will perform the following services for TOHIDA in connection with the planning, preparation, and placing of advertising and marketing materials:
- a. Review your services and your marketing strategies.
- b. Analyze your present and potential markets and marketing objectives.
- c. Create, prepare and submit for your review and approval advertising and marketing materials.
- d. Employee on your behalf our knowledge of available media and means that can be profitably used to advertise and promote your services.
- e. Write, design, illustrate or otherwise prepare your advertisement and marketing materials, including commercials, radio or TV to be broadcast or other appropriate forms of advertising and marketing materials subject to your approval.
- f. What is the space, time or other means to be used for your advertising and handle media billing and payments endeavoring to secure the most advantageous rates available, subject to your approval?
- 6) The proposed annual budget is to be allocated to media insertions, creative, and production expenses.
- 7) Payment terms for creative and production charges will be invoiced to TOHIDA on a per project basis; payment is requested within (seven) days from receipt of invoice.
- 8) As between you and us, all advertising material prepared by the Giovatto agency and accepted and paid for by TOHIDA for use in advertising here will become TOHIDA property. It is understood that there may be limitations on the use and ownership of materials by virtue of the Rights of the third-party. We will advise you of the existence of such limitations.

#### NOTE: 2023 HOSTING and MAINTENANCE = \$5,000

If the above accordance with your understanding and agreement, kindly indicate your consent here too by signing in the place provided below on both copies enclosed here in and returning one copy to us

Giovatto agency by full:_	Date:	
Accepted and agreed: To	of Hempstead Industrial Development Agency (TOHID	)A)
By full:	Date:	

# GIOVATTO

STRATEGY / CREATIVE / MEDIA

## **INVOICE**

Town of Hempstead
Industrial Development Agency

Attn: Fred Parola

TERMS:

PAYABLE UPON RECEIPT

#### Website Maintenance

Website Maintenance for 2023

Includes hosting, any revisions and corrections.

\$5,000.00

\$5,000.00

TOTAL DUE:

\$5,000.00

Remit to:

Giovatto Advertising, Inc. 307 West Penn Street Long Beach, NY. 11561

Invoice# 012023IDA

Invoice date 11/7/22

#### RESOLUTION

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

# CONTRACT WITH SHEEHAN AND COMPANY 2022/2023

WHEREAS, the Town of Hempstead Industrial Development Agency deems it necessary to have all financial information reviewed and audited by a certified public accountant and;

WHEREAS, the Agency has selected the firm of Sheehan and Company to audit the financial records of the Agency for the calendar year of 2022 and;

WHEREAS, Sheehan and Company will enter into a contract with the IDA to file all necessary tax documents for 2022, to file the Annual Financial Statement with the State of New York for 2022, to furnish the Board with audited financial statements for 2022, as well as to review of the agency's financial records for the calendar year of 2023 on a quarterly basis, and to assist with the preparation of the Budget and State Report filing in 2023.

#### NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead Industrial Development Agency hereby retains Sheehan and Company, 165 Orinoco Drive, Brightwaters, as the auditors for the Agency, subject to the approval of a contract as to form by Agency Counsel, for an amount not to exceed \$28,500 for the filing of all necessary tax documents for 2022, the filing of the Annual Financial Statement with the State of New York for 2022, the furnishing to the Board with audited financial statements for 2022, as well as reviewing the agency's financial records for the calendar year of 2023 on a quarterly basis, and assisting with the preparation of the Budget and State Report filing in 2023.

Adopted: Ayes:	December 20, 2022
Nays:	
Resolutior	n Number: 046-2022
Chairman	



165 Orinoco Drive Brightwaters, NY 11718 T: 631.665.7040 | F: 631.665.7014

15 South Bayles Avenue Port Washington, NY 11050 T: 516.883.5510 | F: 516.767.7438

www.sheehancpa.com

November 1, 2022

To the Board of Directors and Management Town of Hempstead Industrial Development Agency 350 Front Street Hempstead, New York 11550-4037

We are pleased to confirm our understanding of the services we are to provide Town of Hempstead Industrial Development Agency (the Agency or the Organization), a component unit of the Town of Hempstead, New York, for the year ended December 31, 2022.

#### **Audit Scope and Objectives**

We will audit the financial statements of the Agency, and the disclosures, which collectively comprise the basic financial statements of the Agency as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the Agency's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Agency's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (U.S. GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Proportionate Share of the Net Pension Liability



- Schedule of Pension Contributions
- Schedule of Changes in the Agency's Total Other Postemployment Benefits (OPEB)
  Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the Agency's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

• Budgetary Comparison Schedule

We have also been engaged to audit the Schedule of Cash, Cash Equivalents, and Investments of the Agency as of December 31, 2022, as required by Section 2925 of the New York State Public Authorities Law and Section 201.3 of the New York State Public Authorities Law (collectively, the Investment Guidelines).

For purposes of this engagement letter, the basic financial statements and Schedule of Cash, Cash Equivalents, and Investments of the Agency are referred to collectively as "the financial statements".

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.



#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Agency and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional



disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to those inquiries.

We have identified the following significant risk of material misstatement as part of our audit planning:

• Management override of controls

Please note that the risk assessment process is fluid throughout the engagement and modifications may be made to our identification of significant risks during the audit process.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

The audit documentation for this engagement is the property of Sheehan & Company, CPA, PC (Sheehan) and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Sheehan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.



#### **Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Nonattest Services**

We will provide the following additional nonattest services:

- We will assist in the drafting of the financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. The responsibility for the financial statements and all representations contained therein remains with management and those charged with governance.
- We will maintain detailed depreciation schedules for the Agency based on information provided by management, including the assignment of asset lives, salvage values and depreciation methods.
- The requirements of Governmental Accounting Standards Board (GASB) Statement No. 87, Leases (GASB 87) are effective for the Agency's current fiscal year. We are available to assist management with implementation of this new standard as required by the New York



State Comptroller's Office, however the responsibility for the financial statements and related implementation of GASB 87 remains with management.

These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You are responsible for all management decisions and for performing all management functions and for designating an individual possessing suitable skill, knowledge and/or experience to oversee the nonattest services we will provide. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You are responsible for evaluating the adequacy and results of the above nonattest services performed and accepting responsibility for the results of such services. This includes your review and approval of all adjustments we may propose to the accounting records of the Agency or its financial statements as a result of these services.

By signing this engagement letter, we have assumed that you are the person responsible for these nonattest matters of the Agency from whom we shall receive all inquiries and requests. If this is not a correct assumption, please furnish us with the name of the individual with whom this work should be coordinated.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of



the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits



or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to any non-audit services we may provide. You will be required to acknowledge in the management representation letter our assistance with any non-audit services and that you have approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any non-audit services we many provide by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management agrees to indemnify Sheehan for any damages, including attorney fees, caused in whole or part, by the Organization's failure to fulfill these responsibilities, including from any negligent or intentional misrepresentations made by the Organization or Management, or its affiliates, officers, directors or employees in the management representation letter, or in connection with the services provided under this engagement letter.

#### **Client Promises**

The Agency hereby promises that it will make every diligent effort to maintain proper books and records that accurately reflect its business activities that will be completely truthful with Sheehan and that Sheehan may rely upon both oral and written statements and responses to questions. The Organization further promises to immediately advise Sheehan if it becomes aware of any inaccuracy in its recordkeeping or dishonesty in any of its business dealings, including its statements to Sheehan. The Agency acknowledges that the promises are the cornerstone of its relationship with Sheehan., are made to induce Sheehan to accept this audit engagement and that Sheehan would not accept this engagement without such promises.

#### **Electronic Signatures and Copies**

All parties to this agreement agree that a digital signature shall be effective to prove each party's agreement to the terms of this document. An electronically transmitted signature to this agreement, if included, will be deemed an acceptable original for purposes of consummating this agreement and binding the party providing such electronic signature. Furthermore, the parties agree that the terms of this agreement may be proved through an electronic facsimile, including a scanned electronic copy in Portable Document Format (PDF) or other digital format and that no original hard-copy document need be retained to prove the terms of this agreement. This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record.



#### **E-mail Communication**

Sheehan disclaims and waives, and you release Sheehan from, any and all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by Sheehan in connection with the services we are being engaged to perform under this agreement.

#### **Mediation Provision**

Disputes arising under this agreement (including the scope, nature and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third-party, acceptable to both parties, shall be appointed to mediate and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

#### Offers of Employment

At any time during the course of our engagement hereunder, should management offer an employee of Sheehan a position of employment within the Agency or any affiliated or related organizations, or enter into substantive discussions with such an employee concerning possible employment by the Organization, we request that we be notified of your intentions immediately. Professional standards require that we remain independent and any offers of employment to a current employee of Sheehan may impede that independence. As a result, additional procedures may be required to ensure the independence and integrity of management's financial statements and that may result in additional costs.

The Agency acknowledges that Sheehan has incurred significant costs in recruiting and training its personnel. Therefore, without the prior written consent of Sheehan, the Agency agrees not to recruit or hire any Sheehan personnel. In the event that the Agency hires any Sheehan employee, the Agency agrees to pay Sheehan a fee of 35% of the employee's current base salary at Sheehan as liquidated damages to cover the cost of replacing such employee. This fee is due upon notification to Sheehan that the employee has been hired.

#### **Damages Limited to Lesser of Actual Damages or Fees Paid**

By signing this engagement letter, you agree that our liability arising from this engagement shall be limited to the lesser of any actual damages which may have been caused by our negligent acts or omissions, or the amount of the fees which you pay for our services for this engagement.

#### **Hosting Services**



Management accepts responsibility for the Agency's own financial and non-financial information system as well as its own electronic security and back-up services for data or records. Management acknowledges that Sheehan does not take custody of or store the Agency's data or records and that the Agency will be provided with a copy of all such data and records at the conclusion of the engagement such that the Agency's records are complete.

#### Reporting

We will issue a written report upon completion of our audit of Agency's financial statements. Our report will be addressed to the Board of Directors of the Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Agency is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Engagement Administration, Fees and Other**



We understand that your employees will prepare all confirmations or schedules we request and will locate any invoices and other documents selected by us for testing.

We will provide copies of our reports to the Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Sheehan and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sheehan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Kevin G. Schmutz, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Audit fieldwork is expected to begin by early February 2023 and a draft of the financial statements is expected to be delivered approximately 4-5 weeks after the receipt of all requested information. Issued financial statements are expected to be delivered by March 31, 2023. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be \$28,500. This fee assumes there are no significant changes to the Agency's internal control structure and no significant impact of any new GASB pronouncements to the Agency, including GASB 87, the leasing standard effective for the year ended December 31, 2022. Should this occur, a new fee estimate will be discussed and arrived at before any work commences. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.



We will schedule the engagement based in part on deadlines, working conditions and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents and preparing confirmations. If your personnel are unavailable to provide the necessary assistance in a timely manner it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. Should this occur, a new fee estimate will be discussed and arrived at before any work commences.

Our stated fees for this engagement, as set forth in this Agreement, may increase to the extent Sheehan is required to perform additional work to assist your personnel or reperform work as a result of being provided inaccurate documents or schedules.

We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) or increase our fees as set forth in this Agreement without first discussing the same with the Agency, and obtaining approval, which approval will be reflected through a written change order or additional engagement letter for such additional work.

The fees are based upon time required by the individuals assigned to the engagement. Individual hourly rates vary according to the degree of responsibility involved and skill required. Bills for services are due when rendered and interim billings may be submitted as work progresses. This estimate does not include additional services outside the scope of the work described above, that will be billed at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of personnel assigned to your engagement.

Our rates are currently as follows:

Partners	\$400
Principals/Directors	\$315 - \$350
Managers	\$270 - \$310
Supervisors	\$195 - \$260
Seniors/Semi-seniors	\$150 - \$180
Staff	\$120 - \$140
Bookkeeping	\$100 - \$160
Administrative	\$95 - \$125

If, as a result of our services to you with respect to our engagement, we are required or requested by government regulation, subpoena, or other legal process to provide information or documents to you or a third-party, or to provide our personnel as witnesses, in connection with legal or administrative proceedings in which we are not a party, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such requests or demands. Nothing herein, however, is intended to relieve us of our duty to observe the confidentiality requirements of our profession.



No legal proceeding or action, regardless of form, with respect to a claim arising out of or relating to the services provided under this agreement may be brought by either of us more than one year after the date of delivery of the report(s) and/or tax returns contemplated by this engagement.

This agreement shall be governed by the law of the State of New York without regard to choice of law principles. Any action brought in connection with, arising from or relating to this Agreement, shall be brought exclusively in the federal or state courts located in New York, county of New York and the parties hereby irrevocably consent to the jurisdiction of such courts. We reserve the right to amend any of the terms in this letter at any time as a result of any changes in laws or regulations affecting the accounting profession, which may preclude us from providing the services described in this letter on the terms we have agreed upon.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Agency and management and that no other person, organization or entity shall be authorized to enforce the terms of this engagement.

This letter comprises the complete and exclusive statement of the agreement between us, superseding all proposals oral or written and all other communications between us and may be modified only by a writing signed by our firm and the Agency. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Sheehan & Company C.P.A., P.C.

Sheehan & Company CPA, P.C

KGS:at Enc.





RESPONSE:						
This letter correctly sets for Development Agency.	orth the	understanding	of the	Town of	Hempstead	Industrial
Board Member Signature:	***************************************					ay, grand Alpha M
Title:	L					
Management Signature:						
Title:						



#### Report on the Firm's System of Quality Control

November 22, 2019

To the Partners of Sheehan & Company CPA PC and the Peer Review Committee of the Pennsylvania Institute of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of Sheehan & Company CPA PC (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards* and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Sheehan & Company CPA PC in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency or fail*. Sheehan & Company CPA PC has received a peer review rating of *pass*.

Henderson Hutcherson & McCullough, PLLC

# Ratifying and Confirming RESOLUTION Town of Hempstead

## Industrial Development Agency

### Accepting the Proposal of Todd Shapiro Associates To Provide Consulting Services to the Agency

WHEREAS, the Agency's mission is to enhance job opportunities, health, prosperity and general welfare in the Town of Hempstead, and

WHEREAS, consistent with its mission, the Agency works with the economic development community to attract business and industry to the Town, and

WHEREAS, the Agency is seeking to increase its contact with business and labor leaders, developers and local media, and

WHEREAS, in an effort to increase its contact with the above-mentioned groups, the agency is seeking the services of a consultant with experience in matters involving industrial development, government operations, media relations and public relations, and

WHEREAS, Todd Shapiro Associates, Inc., 380 N. Broadway, Ste. 310, Jericho, New York 11753, (billing: 62 Sackett Street, Hicksville, New York) has proposed a contract with the Agency to provide a continuation of their consulting services for the terms under which such services shall be provided,

#### NOW, THEREFORE, BE IT

RESOLVED, December 20, 2022, the said Todd Shapiro Associates, Inc. (hereinafter "the consultant") shall provide consulting services to the agency pursuant to the following terms and conditions;

- 1. The consultant shall provide advice to the Agency's CEO with respect to marketing, media and public relations for the Agency including, but not limited to, the development of advertising messages and the placement of advertising in the print and electronic media, and shall act as the Agency's spokesperson if necessary.
- 2. The consultant will prepare, and retain agency approval for, distribution of press releases for all induced and closed projects, including quotes from applicants and photos of the project during construction and after completion, and shall attend all scheduled Agency board meetings.

- 3. The consultant will prepare and upload posts to social media, including Instagram, Twitter and Facebook. The consultant will required to post a minimum of ten social media posts per month, including on the IDA website. All social media posts will be approved by the Agency prior to being posted.
- 4. For their services, the consultant shall be paid no more than a total of \$30,000.00, at the rate of \$2,500.00 per month. Such payments shall be made, in arrears and upon submission of an Agency voucher/claim form.
- 5. In providing services to the Agency under this resolution, the consultant shall at all times, act as an independent contractor and not as an employee of the Agency. As such, Todd Shapiro Associates shall not be entitled to benefits other than the payment provided for in paragraph 4, above. It shall be the consultant's responsibility to make any and all tax payments, which may be due by the Agency and payable as a result of payments made to them.
- 6. The term of this agreement is 12 months, commencing on January 1, 2023 and ending December 31, 2023. This agreement shall be cancelable, by either the Agency or the consultant, on 30 days' written notice. Such notice shall be by certified mail, return receipt requested. Any notice mailed under this paragraph shall be sent as follows (unless, by certified mail, return receipt requested, either of the parties has provided the other party with a different address for notices):

To the Agency: 350 Front Street, Room 234A, Hempstead, New York 11550 To Mr. Shapiro: 380 N. Broadway, Ste. 310, Jericho, New York 11753 (billing: 62 Sackett Street, Hicksville, New York 11801)

Adopted: December 20, 2022

Ayes: Navs:

Resolution Number: 048-2022

Chairman, Flo Girardi

Budget Line: Professional Fees



#### Todd Shapiro Associates, Inc. Public Relations

June 1, 2022

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

The Town of Hempstead Industrial Development Agency will retain Todd S. Shapiro Associates, Inc. as a public relations consultant for the period commencing on January 1, 2023 and ending on December 31, 2023. In that capacity, the Consultant will provide advice to the Agency on matters involving industrial development, advice with respect to media relations for the Agency and shall act as the Agency's spokesperson if necessary. Todd S. Shapiro Associates will also prepare and retain approval for distribution of press releases for all induced and closed projects, including quotes from applicants and photos of the project during construction and after completion. In addition, Todd S. Shapiro Associates will do social media postings for the Hempstead IDA on Instagram, Twitter and Facebook and post a minimum of ten social media posts per month, including on the website. All posts will be approved by the Hempstead IDA prior to being posted. Periodically blast emails will go out with an approved list from the IDA.

For his services, the consultant shall be paid at a rate of \$30,000.00 annually. Such payments shall be made in arrears and upon submission of an IDA claim form. Each monthly installment will be for \$2,500.00. In providing services to the Agency under this contract, the Consultant shall at all times be acting as an independent contractor and not as an employee of the Town of Hempstead IDA. It shall be the Consultant's responsibility to make any and all tax payments, which may be due by the Agency and payable as a result of payments made to him. By execution of the agreement, the Town of Hempstead IDA agrees to indemnify, hold harmless and defend Todd S. Shapiro Associates, Inc., against all claims and/or litigation and/or liability, arising from services performed under this Agreement and/or information supplied to Todd S. Shapiro Associates, Inc. by the Town of Hempstead IDA, unless said claims, litigation and/or liability results, directly or indirectly, from the negligence, malfeasance, failure to act or breach or failure of performance hereunder by Todd S. Shapiro Associates, Inc., its agents, servants and/or employees. The term of the agreement is 12 months, ending December 31, 2023. This Agreement shall be cancelable, by either the Agency or the Consultant, on 30 days written notice.

John John John John John John John John		
Todd Shapiro, President		
Todd S. Shapiro Associates, Inc.		
Todo S. Shapiro, President	Date: 10/25/22	
Accepted By:		
	Date:	
Frederick E. Parola, CEO		
Town of Hempstead IDA		

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY and LOCAL DEVELOPMENT CORPORATION

## NEW YORK STATE ECONOMIC DEVELOPMENT COUNCIL MEMBERSHIP FOR 2023

WHEREAS, the Town of Hempstead Industrial Development Agency endeavors to support business and community activities; and

WHEREAS, the Town of Hempstead IDA encourages its members and staff to interface with the business community; and

WHEREAS, the Agency and Corporation seeks to promote the sharing and exchanging of information with other influential business leaders, bankers and real estate brokers in the Town of Hempstead and around Long Island.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Industrial Development Agency authorizes payment to the New York State Economic Development Council, 111 Washington Avenue, 4<sup>th</sup> Floor, Albany, New York, 12210, for an amount not to exceed \$1,500.00 and subject to the filing and approval of the necessary documentation, for the purpose of continuing the IDA membership with the New York State Economic Development Council for 2023.

Ayes: Nays:	
Resolution	Number: 059-2022
Chairman	

Adopted:



December 01, 2023

Dear Mr. Frederick E. Parola,

2022 was a banner year for the New York State Economic Development Council (NYSEDC). We experienced unprecedented organizational growth, developed several programs that will aid economic development efforts, and notched several legislative wins that will give our members additional tools to assist their communities.

Over the past twelve months, the NYSEDC:

- Coordinated, developed, and led a coalition to introduce and support a \$200 Million Shovel Ready Program.
- Successfully advocated for the reauthorization of \$250 Million for the RESTORE NY Program.
- Worked with and led a group of state EDOs from around the country to advocate for passage of the \$280 Billion Federal CHIPs and Science Act.
- Worked with members and the legislature to introduce and help pass the \$500 Million Green Chips Program which will attract semiconductor manufacturers to New York State.
- Advocated for the DRI Program and the introduction of \$100 Million for the New York Forward Program, providing support to rural communities.
- Developed and helped introduce a first of its kind digital gaming tax credit to support the gaming industry in New York State.
- Led an effort to increase funding for the Centers for Advanced Technology (CATs) and Centers of Excellence (COEs).
- Coordinated and led the New York Loves Nano (NYLN) team at Semicon West and the Semiconductor Industry Association (SIA) awards dinner.
- Coordinated and led a New York team at the Industrial Asset Management Council (IAMC) Spring and Fall Forum.
- Held our Economic Development Conference with a record attendance of 330 and high-quality programming including hosting the Governor for the first time in our organization's history.
- Hosted our 2022 Annual Meeting with over 270 attendees.
- Co-hosted the Fall NYATEP Workforce Development Conference with over 400 attendees.
- Held two IDA Academy training sessions, returning to an "in person" event for the fall session for the first time since 2019.
- Applied for and received a \$75,000 grant to develop an interactive semiconductor asset map.
- Conducted an IDA operations survey to better understand the work our members are doing.
- Expanded our digital communications, increased our social media presence, and grew our e-blast distribution list by an average of 50%
- Officially Launched the Women's Leadership and Diversity Council (WLDC).

This work does NOT happen without your membership and support of the NYSEDC. Thank you for your leadership and commitment to economic development in New York State. We pledge to continue working on your behalf to help you and your communities prosper. The enclosed invoice details your membership renewal for 2023.

Please do not hesitate to reach out if you have questions or would like additional information. Wishing you and your family a happy, healthy, and safe holiday season and prosperous 2023.

Sincerely,

Ryan M. Silva Executive Director

## New York State Economic Development Council

111 Washington Avenue, 4th Floor Albany, NY 12210 US (518) 426-4058 silva@nysedc.org www.nysedc.org Invoice



### BILL TO

Mr. Frederick E. Parola Town of Hempstead IDA 350 Front Street, Room 240 Hempstead, NY 11550-4040

INVOICE#	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED	
14045	01/01/2023	\$1,500.00	01/31/2023	Net 30		

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	2023 Membership Renewal Dues - EDO - Budget Level Three (Membership Dues cover 2023 Calendar yearJanuary 1st through December 31st) * * In compliance with The Omnibus Budget Reconciliation Act of 1993, 65% of your NYSEDC membership dues are deductible as a business expense. Further information on this new law should be obtained from your tax advisor. * * *	1	1,500.00	1,500.00

**BALANCE DUE** 

\$1,500.00

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

## Budget Line Transfer Post-Retirement Health Insurance Account

WHEREAS, the Town of Hempstead Industrial Development Agency authorizes the following budget line transfer: From Agency Fund Balance at First National Bank of Long Island, Account #200-22 to the Post-Retirement Health Insurance Account #200-19 in the amount of \$80,000.00,

NOW, THEREFORE, BE IT

RESOLVED, the Agency hereby authorizes the transfer outlined above.

Adopted:	
Ayes:	
Nays:	
Resolution Number: 060-2022	
Flo Girardi, Chairman	

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

## Purchase of Office File Cabinets

WHEREAS, the Town of Hempstead Industrial Development Agency deems it necessary to purchase six new file cabinets to replace old, broken file cabinets for the storage of Agency files and supplies in the Agency's office, located at 350 Front Street, Room 234-A, Hempstead, NY, 11550; and

WHEREAS, the six new file cabinets will be housed in the Agency's office, 350 Front Street, Room 234-A, Hempstead, NY, 11550; and

WHEREAS, per the Purchasing Guidelines, the Agency obtained three quotes from: K-Log Inc., Find Office Furniture,com, an Office Furniture 2Go; and

WHEREAS, the Agency has evaluated the quotations, as well as the payment options and quality of the furniture;

NOW, THEREFORE, BE IT

RESOLVED, the Agency hereby authorizes the payment to K-Log, Inc., 1224 27th St, Zion, IL 60099, for six file cabinets to store Agency files in the Agency's office, for an amount not to exceed \$8,200.00, inclusive of delivery.

Ayes:
Nays:
Resolution Number: 062-2022
Flo Girardi, Chairman

Adopted:

Home → Products → Filing → Distressed-Look Cherry 2-Drawer Lateral File

### **Q** Enlarge





OVERVIEW

**SPECIFICATIONS** 

SHIPPING

ASSEMBLY

#### **REVIEWS**

- Overall: 33-3/4"Wx19-3/8"Dx29"H.
- WARRANTY: This item has a limited 1 Year manufacturer's warranty.

### Certifications:



CARB Compliant: This product meets the Air Quality standards established by the California Air Resource Board (CARB).

### Distressed-Look Cherry 2-Drawer Lateral File

YOUR

ITEM

LB. MSRP PRICE

DLF-LFC

189 \$1,354 **\$732** 

### **SELECT EXTENDED LEAD TIMES**

I have reviewed the stated lead times shown on the shipping tab and acknowledge that they may also be extended due to the current global shipping delays.

QTY

6

EACH TOTAL

\$732.00\$4,392.00









Lateral Files



Be the first to review this product



Print
Product Sheet
PDF









_			
Chec	kout		Your Checkout
1	Checkout Method	Edit	Progress
2	Billing Information	Edit	
3	Shipping Information	Edit	
4	Shipping Method	Edit	
5	Payment Information	Edit	
Ó	Order Review		

Product Name			Price	Qty	Subtotal
	Distressed-Look Cherry 2-Drawer Lateral File Item #: DLF-LFC Weight: 189 lbs.	Edit Remove	\$732.00	6	\$4,392.00
	Extended Lead Times 6 x I have reviewed the stated lead times shown on the				
			Su	btotal	\$4,392.00
		Shipping	& Handling (1	Truck)	\$2,733.20



**Grand Total** 

\$7,125.20

Add Additional Information here:



Q



## **Shopping Cart**

MEMAIL CART TO A FRIEND



SZA432119 - 2 Drawer File Lateral File - Assembled Vibrant Cherry Martin Furniture

Item Note:

Ex: Mike's Desk

SAVE

If ordered today, we estimate this item will arrive between 3/23/2023 and 4/6/2023.

UNIT PRICE: \$799

6

UPDATE OTV

REWOVE

SAVINGS: (\$2724)

**ITEM TOTAL: \$4794** 

Shipping:

**FREE** 

**Lifetime Warranty:** 

FREE

Total:

\$4794

CHECKOUT NOW

#### 30+ YEARS EXPERIENCE



1.800.460.0858

TALK TO AN EXPERT M-F 8AM TO 6PM CT

Q

SCHOOLSCO.

### SHOPPING CART

M EMAIL CART TO A FRIEND



101-SZA431 - 2 Drawer File Lateral File - Assembled Vibrant Cherry Martin Furniture

Item Note:

Ex: Mike's Desk

±6% t.

If ordered today, we estimate this item will arrive between 3/23/2023 and 4/6/2023.

UNIT PRICE: \$995

6

THO SEE CLA

1. S. F. S. M.

SAVINGS: (\$2943)

**ITEM TOTAL: \$5970** 

Shipping:

FREE

Lifetime Warranty:

FREE

Total:

\$5970

CONTRACTOR ROSS

4.2 マオをか Google Customer Reviews

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

# Notary Public License Renewal Laura Tomeo

WHEREAS, the Town of Hempstead Industrial Development Agency seeks to authorize the Deputy Agency Administrator to renew her notary license for four years effective February 14, 2023 and expiring on February 14, 2027, and

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead IDA will reimburse payment to the Deputy Agency Administrator, Laura Tomeo for an amount not to exceed \$60.00 for the renewal of a notary license upon submission of the appropriate and necessary documentation.

Adopted: Resolution Number: 061-2022	
ayes: lays:	
approved as to available funds:	
lo Girardi, Chairman	••••

## TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

SALARY INCREASE Chief Executive Officer Frederick E. Parola

WHEREAS, Frederick E. Parola began employment effective January 1, 2018 as the part-time CEO of the Hempstead IDA as an hourly employee, and

WHEREAS, Frederick E. Parola shall continue to work part time expanding to a maximum of seven days bi-weekly and not to exceed seven days per pay period, unless approval for additional hours is granted by the IDA Chairman, and

WHEREAS, the Agency shall increase the hourly salary for Frederick E. Parola to \$94.11, plus reimbursable expenses, payable in arrears on alternate Fridays coinciding with payroll of full time employees, and

WHEREAS, Frederick E. Parola shall not receive any other benefits associated with employment with the Hempstead IDA, including but not limited to health insurance, dental insurance, time accrual, longevity or health benefit buy back.

NOW, THEREFORE, BE IT

Adopted:

RESOLVED, effective January 1, 2023, the Agency shall employ Frederick E. Parola as its Chief Executive Officer, at an hourly salary of \$94.11, plus reimbursable expenses with no additional benefits granted by the Town of Hempstead Industrial Development Agency.

Ayes: Nays:			
Resolution:	052-2022		
Chairman: _			

# RESOLUTION Town of Hempstead Industrial Development Agency

### SALARY INCREASE Chief Financial Officer Edie M. Longo

WHEREAS, Edie M. Longo began employment effective September 1, 2018 as the parttime CFO of the Hempstead IDA as an hourly employee, and

WHEREAS, Edie M. Longo shall continue to work part time for a maximum of 24 hours a week and not to exceed 6 days per pay period, unless approval for additional hours is granted by the IDA Chairman, and

WHEREAS, the Agency shall increase the hourly salary of Edie M. Longo to \$76.38, plus reimbursable expenses, payable in arrears on alternate Fridays coinciding with payroll of full time employees and shall not be paid in excess of \$30,000.00 annually, and

WHEREAS, Edie M. Longo shall continue to receive eyeglass and dental benefits only associated with her part time employment; and

WHEREAS, the Hempstead IDA will continue to provide family coverage health insurance, but will not provide any additional active benefits such as time accrual, longevity or health benefit buy back.

NOW, THEREFORE, BE IT

Adopted:

RESOLVED, effective January 1, 2023, the Agency shall employ Edie M. Longo as its Chief Financial Officer at an hourly salary of \$76.38, not to exceed \$30,000.00 annually plus reimbursable expenses granted by the Town of Hempstead Industrial Development Agency.

Ayes: Nays:			
Resolution:	053-2022		
Chairman: _			

# RESOLUTION Town of Hempstead Industrial Development Agency

### SALARY INCREASE Agency Administrator Lorraine Rhoads

WHEREAS, Lorraine Rhoads began employment effective January 2, 2019 as the parttime Agency Administrator of the Hempstead IDA as an hourly employee, and

WHEREAS, Lorraine Rhoads shall continue to work part time for a maximum of 24 hours a week and not to exceed 6 days per pay period, unless approval for additional hours is granted by the IDA Chairman, and

WHEREAS, the Agency shall increase the hourly salary for Lorraine Rhoads to \$55.47, plus reimbursable expenses, payable in arrears on alternate Fridays coinciding with payroll of full time employees, and

WHEREAS, Lorraine Rhoads shall continue to receive eyeglass and dental benefits only associated with her part time employment; and

WHEREAS, the Hempstead IDA will not provide any additional active benefits such as time accrual, longevity or health benefit buy back.

NOW, THEREFORE, BE IT

Adopted:

RESOLVED, effective January 1, 2023, the Agency shall employ Lorraine Rhoads as its part-time Agency Administrator at an hourly salary of \$55.47 plus reimbursable expenses granted by the Town of Hempstead Industrial Development Agency.

Ayes: Nays:			
Resolution:	054-2022		
Chairman: _			

## TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

### SALARY INCREASE Deputy Financial Officer Arlyn Eames

WHEREAS, Arlyn Eames is employed by the Town of Hempstead Industrial Development Agency as the Deputy Financial Officer,

NOW, THEREFORE, BE IT

RESOLVED, that effective January 1, 2023 the Agency shall increase the annual salary of Arlyn Eames to \$104,435.21, with consideration of additional adjustments to the current salary level (not inclusive of longevity or health insurance buy back during the calendar year) and she shall continue to receive all other benefits outlined in resolutions 023-1998, 032-2008.

Adopted: Ayes: Nays:
Resolution Number: 055-2022
Approved as to available funds:
Chairman

## TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

### SALARY INCREASE Deputy Executive Director Michael Lodato

WHEREAS, Michael Lodato is employed by the Town of Hempstead Industrial Development Agency as the Deputy Executive Director,

NOW, THEREFORE, BE IT

RESOLVED, that effective January 1, 2023 the Agency shall increase the annual salary of Michael Lodato \$101,734.20, with consideration of additional adjustments to the current salary level (not inclusive of longevity or health insurance buy back during the calendar year) and he shall continue to receive all other benefits outlined in resolutions 023-1998, 024-2010.

Adopted:
Ayes:
Nays:
Resolution Number: 056-2022
Approved as to available funds:
Chairman

# RESOLUTION Town of Hempstead Industrial Development Agency

# SALARY INCREASE Deputy Agency Administrator Laura Tomeo

WHEREAS, Laura Tomeo is employed by the Town of Hempstead Industrial Development Agency as the Deputy Agency Administrator,

NOW, THEREFORE, BE IT

RESOLVED, effective January 1, 2023, the Agency shall increase the annual salary for Laura Tomeo to \$88,728.96, with consideration of additional adjustments to the current salary level (not inclusive of longevity or health insurance buy back during the calendar year) and she shall continue to receive benefits as outlined in Resolution 023-1998 and in the Town of Hempstead Collective Bargaining Agreement.

Adopted: Ayes:	
Nays:	
Resolution: 057-2022	
Approved as to available funds:	
Chairman	

### Confidential Evaluation of Board Performance 2022 - TOH IDA

Criteria	Agree	Somewhat Agree	Somewhat Disagree	Disagree
Board members have a shared understanding				
of the mission and purpose of the Authority.				
The policies, practices and decisions of the				
Board are always consistent with this mission.				
Board members comprehend their role and				
fiduciary responsibilities and hold themselves				
and each other to these principles.				
The Board has adopted policies, by-laws, and				
practices for the effective governance,				
management and operations of the Authority				
and reviews these annually.				
The Board sets clear and measurable				
performance goals for the Authority that				
contribute to accomplishing its mission.				
The decisions made by Board members are				
arrived at through independent judgment and				
deliberation, free of political influence, pressure				
or self-interest.				
Individual Board members communicate				
effectively with executive staff so as to be well				
informed on the status of all important issues.				
Board members are knowledgeable about the				
Authority's programs, financial statements,				
reporting requirements, and other transactions.				
The Board meets to review and approve all				
documents and reports prior to public release			:	
and is confident that the information being				
presented is accurate and complete.				
The Board knows the statutory obligations of				
the Authority and if the Authority is in				
compliance with state law.				
Board and committee meetings facilitate open,				
deliberate and thorough discussion, and the				
active participation of members.				
Board members have sufficient opportunity to				
research, discuss, question and prepare before				
decisions are made and votes taken.				
Individual Board members feel empowered to				
delay votes, defer agenda items, or table				
actions if they feel additional information or				
discussion is required.				
The Board exercises appropriate oversight of				
the CEO and other executive staff, including				
setting performance expectations and				
reviewing performance annually.				
The Board has identified the areas of most risk				
to the Authority and works with management to				
implement risk mitigation strategies before				
problems occur.				
Board members demonstrate leadership and				
vision and work respectfully with each other.			***************************************	

D (	
Date Completed:	
Date Completed.	



Board Members
Florestano Girardi
Eric C. Mallette
Jack Majkut
Robert Bedford
Thomas Grech
Jerry Kornbluth PhD
Jill Mollitor

Frederick E. Parola Chief Executive Officer

### 350 FRONT STREET, HEMPSTEAD, NY 11550-4037 (516) 489-5000 Ext. 4200 • Fax: (516) 489-3179

### TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY BOARD MEETING

November 16, 2022, 9:00 a.m. Town Hall Pavilion, One Washington Street, Hempstead

Agenda: Village Business: Village of Freeport: Consideration of an Authorizing Resolution for 159 Hanse Avenue LLC (Natural Market), 159 Hanse Avenue Freeport, Village of Hempstead: Consideration of a Termination and Recapture of Benefit of Alphamore LLC, 50 Clinton Street, Hempstead, New Business: Consideration of an Authorizing Resolution for Rock 50 LLC, 50 North Park Avenue, Rockville Centre, Consideration of a Consent for a Mortgage Refinance for The Vantage on Roosevelt, 4654 Roosevelt Avenue, Valley Stream, CEO Report, Old Business: Consideration and Adoption of the Minutes October 25, 2022, Report of the Treasurer, Committee Updates, Executive Session, Adjournment

Those in attendance:	Florestano Girardi, Chairman
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Eric C. Mallette, Treasurer Jack Majkut, Secretary Jerry Kornbluth

Jill Mollitor

Village of Freeport Members

Hon. Robert T. Kennedy

Vilma Lancaster Mark Davella

Village of Hempstead Members:

Daniel Oppenheimer Joylette Williams Stacey Lucas Kevin Boone

Also in attendance:

Frederick E. Parola, CEO

Edie Longo, CFO

Arlyn Eames, Deputy Financial Officer Michael Lodato, Deputy Executive Director Laura Tomeo, Deputy Agency Administrator

Paul O'Brien, Phillips Lytle LLP

Bill Weir, Nixon Peabody

Alan Wax, Todd Shapiro Associates, Inc. (electronically)

Excused:

Thomas Grech, Member

Robert Bedford, Board Member John E. Ryan, Agency Counsel

LaDonna Taylor

The meeting was called to order at 9:05 a.m. The Chairman declared a quorum was present.

**Public Comment:** The Chairman opened the floor to comments by the public. There was no public comment.

#### Village of Freeport:

Consideration of an authorizing Resolution 159 Hanse Avenue LLC (Natural Foods), 159 Hanse Avenue, Freeport: Dan Deegan made a presentation to the Board on behalf of 159 Hanse Avenue LLC, (Natural Foods) 159 Hanse Avenue, Freeport. Eric Mallette made a motion to approve an Inducement Resolution for 159 Hanse Avenue LLC, (Natural Foods) 159 Hanse Avenue, Freeport for sales tax exemption, Mortgage Recording Tax, and a 15-year PILOT. The applicant intends to purchase and renovate an existing 67, 307 square foot industrial building housed on 2.3 acres located within the Village of Freeport. The building will be updated with energy efficient state of the art equipment aimed towards the distribution of high quality, organic and natural dairy products along the east Coast. Mayor Kennedy spoke in favor of the project. This motion was seconded by Mark Davella. All were in favor. Motion carried

### Village of Hempstead:

Consideration of a Termination and Recapture of Benefits of Alphamore LLC, 50 Clinton Street, Hempstead: Arlyn addressed the board about Alphamore's failure to make PILOT payments for 2<sup>nd</sup> half General 2022 and School 1st half School for 2022-2023. Alphamore did not send a representative to speak on behalf of the company. The Board voted to Terminate the benefits and lease agreement with the IDA. Flo Girardi made a motion to Terminate Alphamore's IDA's PILOT benefits. This motion was seconded by Stacey Lucas. Eric Mallette recused. Flo Girardi, Jack Majkut, Jill Mollitor, and Jerry Kornbluth were all in favor. Motion carried.

Consideration of an Authorizing Resolution for Rock 50 LLC, 50 North Park Avenue, Rockville Centre: Dan Baker made a presentation to the board on behalf of Rock 50 LLC, 501 North Park Avenue, Rockville Centre. Flo Girardi made a motion to approve an authorizing resolution for Rock 50 LLC, 50 North Park Avenue, Rockville Centre granting a PILOT Agreement for 15-years Sales Tax Exemption and Mortgage Tax Exemption. The applicant intends to convert the current 60,011 square foot building into a Class A commercial office building. The lobby, lower level and five upper floors will be renovated in order too suit the needs of Class A office Tenants. Building Systems will be upgraded and/or replaced. The building is located on 1.04-acre parcel within the Village of Rockville Centre. The property was previously owned by the Diocese of Rockville Centre and is vacant. The property was purchased in 2021. This motion was seconded by Eric Mallette. All were in favor. Motion carried

Consideration of a Consent for a Mortgage Refinance for The Vantage on Roosevelt, 4654 Roosevelt Avenue, Valley Stream: Mike Lodato addressed the Board on behalf of The Vantage on Roosevelt a Market Rate Housing Project in Valley Stream. The applicant has almost completed construction of The Vantage project located at 50 Roosevelt Avenue in Valley Stream and is converting the construction loan to permanent financing. Flo Girardi made a motion to approve a Consent for a Mortgage Refinance for The Vantage on Roosevelt. This motion was seconded by Jack Majkut. All were in favor. Motion carried

#### **New Business:**

**CEO Report:** Fred Parola provided the Board with a copy of the CEO Report.

### Old Business:

### Reading and Approval of Minutes of Previous Meeting(s):

Minutes of the October 25, 2022, Board Meeting: Eric Mallette made a motion to adopt the minutes of October 25, 2022. This motion was second by Flo Girardi. All were in favor. Motion carried. No action was taken.

Report of the Treasurer: The Board was furnished with copies of the Financial Statements and Expenditure list for October 19, 2022 – November 9, 2022

**Committee Updates:** There were no updates

**Executive Session:** Flo Girardi made a motion to go into executive session at 9:31 a.m. to discuss matters of litigation and personnel. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

Flo Girardi made a motion to come out of executive session at 10:12 a.m. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

<u>Adjournment:</u> Flo Girardi made a motion to adjourn the meeting at 10:13 a.m. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

Jack Majkut, Secretary
December 20, 2022

### 11:55 AM 12/12/22 Accrual Basis

## Town of Hempstead I. D. A. Account QuickReport As of December 13, 2022

Туре	Date	Num	Name	Memo	Split	Amount	Balance
200 ⋅ Cash		***************************************					23,139.5
200-13 · Bank of Ai	merica - 94197943	881-Ck					23,139.
Check	11/10/2022	31164	FedEx	Account #207	522-19 · Postag	-103.76	23,035.8
Check	11/10/2022	31165	Newsday Media Group	Acct. Acct. 08	522-22 · Public	-688.00	22,347.8
Check	11/10/2022	31166	Camoin Associates	Inv. #168523 1	522-77 · Cost B	-7,000.00	15,347.8
Transfer	11/10/2022			Funds Transfe	200-14 · Bankof	60,000.00	75,347.8
Check	11/10/2022	31167	Todd Shapiro	Consultant - J	522-01 · Profes	-15,000.00	60,347.8
Check	11/10/2022	31168	READY REFRESH b	Acct# 042347	522-07 · Office	-37.99	60,309.8
Check	11/10/2022	electro	PAYCHEX	Pavroll Servic	2100-01 PAY	-210.16	60,099.6
Check	11/15/2022	31169	AFLAC	NQR44- Invoic	602-11 · AFLA	-230.58	59,869.0
Check	11/17/2022	31170	Fevola Reporting & T	Invoice # 5739	522-06 · Meetin	-343.50	59,525.
Check	11/18/2022	52184	PAROLA, FREDERI	522-52 Pay Pe	-SPLIT-	-1,612.64	57,912.9
Check	11/18/2022	52185	LONGO, EDITH M.	522-52 Pay Pe	-SPLIT-	-367.77	57,545.
Check	11/18/2022	52186	RHOADS, LORRAINE	522-52 Pay Pe	-SPLIT-	-1,045.17	56,500.0
Check	11/18/2022	52187	Arlyn C. Eames	522-52 Pay Pe	-SPLIT-	-3,024.23	53,475.
Check	11/18/2022	52188	Lodato, Michael	522-52 Pav Pe	-SPLIT-	-2,760,80	50,714.9
Check	11/18/2022	52189	Laura N. Tomeo	522-52 Pay Pe	-SPLIT-	-2,254.38	48,460.0
General Journal	11/18/2022	S&Co	Bank of America	522-52 Pay Pe	602-04 · FICA	-5,187 13	43,273
Check	11/21/2022	31171	FREDERICK PAROLA	Reimburseme	522-07 · Office	-56.23	43,217.
Check	11/23/2022	31172	Cablevision	VOID: 07858	522-07 · Office	0.00	43,217.
General Journal	11/23/2022	S&Co	Cablevision	For CHK 3117	522-07 · Office	-192.06	43,025.
Check	12/02/2022	52190	PAROLA, FREDERI	522-52 Pav Pe	-SPLIT-	-1.530.13	41,495.
Check	12/02/2022	52191	LONGO, EDITH M.	522-52 Pay Pe	-SPLIT-	-367.76	41,127.
Check	12/02/2022	52192	RHOADS, LORRAINE	522-52 Pay Pe	-SPLIT-	-1,105.37	40,021.
Check	12/02/2022	52193	Ariyn C. Eames	522-52 Pay Pe	-SPLIT-	-3,024.23	36,997.
Check	12/02/2022	52194	Lodato, Michael	522-52 Pay Pe	-SPLIT-	-2,760,80	34,236.
Check	12/02/2022	52195	Laura N. Tomeo	522-52 Pay Pe	-SPLIT-	-2,254.38	31,982.
General Journal	12/02/2022	S&Co	Bank of America	522-52 Pay Pe	602-04 · FICA	-5,158.72	26,823.
Check	12/06/2022	31173	Town of Hemsptead	Postage Nove	522-19 · Postag	-795.78	26,028.
Check	12/06/2022	31174	TOH Department of	Health Ins I	522-70 · Health	-8,563.22	17,464.
Check	12/06/2022	31175	The New York Times	Subscription A	522-05 · Dues	-70.80	17,393.
Check	12/06/2022	31176	Newsday Media Group	Acct. Acct. 08	522-22 · Public	-136.00	17,257.
Check	12/07/2022	electro	N.Y.S & LOCAL EMP	Code 51313	-SPLIT-	-499.84	16,758.
Transfer	12/09/2022	electio	N. I. S & LOCAL LIVIT	Funds Transfe	200-14 · Bankof	50,000.00	66,758.
Check	12/12/2022	electro	PAYCHEX	Payroll Servic	2100-01 PAY	-364.37	66,393.
Check	12/12/2022	31177	TOH Dept of General	RENT - Dece	522-12 · Rent E	-2,500.00	63,893.
Check	12/12/2022	31178	Camoin Associates	Inv. #19663 R	522-77 · Cost B	-2,500.00	61,393.
General Journal	12/12/2022	S&Co	Cablevision	Reverse of GJ	522-07 Office	192.06	61,585.
Check	12/12/2022	31179	Optimum	07858-547683	522-07 Office	-192.06	61,383.
Check	12/12/2022	31180	STAPLES CREDIT P	Acct.6035517	522-07 Office	-596.98	60,796.
Total 200-13 · Bank	of America - 94197	794381-Ck			-	37,657.22	60,796.
ital 200 · Cash					-	37,657.22	60,796.
L					<del>-</del>	37,657.22	60,796.
<b>-</b>					=	31,031.22	00,730.

11:50 AM 12/12/22 Accrual Basis

# Town of Hempstead I. D. A. Balance Sheet

As of December 13, 2022

	Dec 13, 22
ASSETS	
Current Assets	
Checking/Savings 200-22 · Checking (FNBLI)187009667 200-21 · Oper Invest MM(FNBLI) 186702577 200-20 · Severance (FNBLI) 186702585 200-19 · HithRetirement (FNBLI)186702593 200 · Cash	165,000.00 224,996.00 237,843.80 909,584.63
200-02 · Petty Cash 200-13 · Bank of America - 9419794381-Ck 200-14 · BankofAmerica MMS - 9419794402	63.71 60,796.80 3,116,361.09
Total 200 · Cash	3,177,221.60
Total Checking/Savings	4,714,646.03
Total Current Assets	4,714,646.03
Fixed Assets 400-00 · Furniture & Fixtures 400-02 · Accumulated Depreciation 400-01 · Furniture and Fixtures	-26,702.70 26,702.70
Total 400-00 · Furniture & Fixtures	0.00
400-051 · Computer equip. 400-04 · Accumulated Dep Computer 400-05 · Computer Equipment	-3,929.02 3,929.02
Total 400-051 · Computer equip.	0.00
400-100 · Machinery & equip. 400-102 · A/D - Equipment 400-101 · Equipment	-15,878.00 15,878.00
Total 400-100 · Machinery & equip.	0.00
450-00 · Leasehold improvement 450-02 · Accumulated Amort. 450-01 · Leasehold Improvements 450-03 · 2009 Leasehold improvements	-85,332.13 14,140.00 84,273.98
Total 450-00 · Leasehold improvement	13,081.85
Total Fixed Assets	13,081,85
Other Assets Deferred outflows of resources 700-3 · Diff - expect/actual exp GASB68 700-1 · Changes in Agency cont GASB68 700-4 · Change in assumptions 700-6 · Change in assumptions OPEB	15,197.00 141,197.00 155,426.00 242,567.00
700-5 · Diff expected & actual OPEB	255,424.00
Total Deferred outflows of resources	809,811.00
Total Other Assets	809,811.00
TOTAL ASSETS	5,537,538.88

11:50 AM 12/12/22 Accrual Basis

# Town of Hempstead I. D. A. Balance Sheet

As of December 13, 2022

	Dec 13, 22
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities 602-00 · Payroll Liabilities	
602-01 · Retirement W/H	-2,077.28
602-09 · NY Unemployment	-1,458.05
602-04 · FICA Tax W/H Social Sec.	-0.01
602-05 · FICA Tax W/H Medicare	0.01
602-11 · AFLAC WITHHOLDING	124.53
602-06 · Retirement Loan	151.00 172.80
602-07 · Disability W/H	
Total 602-00 · Payroll Liabilities	-3,087.00
550-00 · Accrued Expenses	98.17
Total Other Current Liabilities	-2,988.83
Total Current Liabilities	-2,988.83
Long Term Liabilities	
605 · Net pension liability - pro. sh	3,419.24
602 · -10 Compensated absences	92,079.24
Deferred inflows of resources 500-4 · Change in assumptions	4,315.00
500-2 · Change in pro - employer & prop	11,027.00
500-5 · Changes in assumption OPEB	32,975.00
500-1 · Difference between expect/act	357,458.00
Total Deferred inflows of resources	405,775.00
603-00 · Postretirement health benefits	1,450,586.00
Total Long Term Liabilities	1,951,859.48
Total Liabilities	1,948,870.65
Equity	
Net Income	369,455.21
3000 · Opening Bal Equity 909-00 · Fund Balance	498,858.39 2,720,354.63
Total Equity	3,588,668.23
TOTAL LIABILITIES & EQUITY	5,537,538.88
TO THE EINSTEINED OF EXCITE	5,557,556.66